

REQUEST FOR PROPOSAL (RFP) (For Services)

To: All potential vendors

DATE: November 22, 2019

REFERENCE: RFP/2019/029- ENSURE

Dear Sir / Madam:

We kindly request you to submit your Proposal for building capacity of local forest institutions and forest user groups for sustainable forest management.

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals must be submitted via e-mail on or before **11a.m.**, **14 December 2019**, Ulaanbaatar time at the below address.

E-mail: bids.mn@undp.org

Incomplete and late submissions will be excluded from further consideration. The UNDP reserves the right to accept or reject, in part or whole, any or all of the proposals at any time without assigning any reason.

Your Proposal must be expressed in the English, and valid for a minimum period of 120 days.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other

market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours

Soyongua Ganchimeg

Assistant Resident Representative (O)

11/22/2019

Description of Requirements

Context of the Requirement	Project: Ensuring Sustainability and Resilience (ENSURE) of Green Landscapes in Mongolia Background: The ENSURE project aims to enhance ecosystem services in multiple landscapes of the Sayan and Khangai mountains and southern Gobi by reducing rangeland and forest degradation and conserving biodiversity through sustainable livelihoods. The project consists of four components and under the component 2, an application of sustainable rangeland and forest management and biodiversity conservation activities are implemented to reduce degradation/desertification and enhance ecosystem services. Implementing the best practice of sustainable management and restoration in boreal and Saxaul forests, will result avoided carbon emissions, healthier forests and enhanced biodiversity. ENSURE project had conducted detailed forest inventory work in pilot areas listed below (Table 1).				
	1. 2. 3. 4.	Bukhun mountai Ulaan shal valley Zarman gobi 283	ntain 20585 ha boreal for n 23 004 ha boreal for 4307 ha Saxaul forest 18 ha Saxaul forest	est area	
	#	Name of the pilot landscapes	Geographical zones	Aimags covered	Soums covered
	1	Tarvagatain Mountain	Forest Steppe	Zavkhan	1.lkh-Uul 2.Tosontsengel
	2	Bukhun Shar Mountain	Forest Steppe	Arkhangai	1.Battsengel 2.Erdenemandal 3.Khairkhan
Implementing Partner of UNDP	Mini	stry of Environment	and Tourism		
Brief Description of the Required Services ¹	at lessilvice deformation sustant popularity and computations appropries and computations are sustant as a sustant popularity and computations are sustant popularity	ast for 15 Forest ultural activities or restation through the simple of livelihood and resilience conservation against toach with local Forest	User Groups (FUG)s. f SFM which focuse hinning, cleaning, refood and quality of ecof forest ecosystem for climate change. Activitiest User Groups and	Also recomments on reducing orestation and osystem service or biodiversity and ties should be contact.	e forest management plan and and highlight required forest degradation and utilization while ensuring es enhancement for local and forest carbon protection onducted in a participatory using this as a hands-on
List and Description of Expected Outputs to be Delivered	opportunity to build their capacity. The proposed plan should comply with sustainable forest management principles and Mongolian Forest law and regulations. The local level SFM plan will guide further activities at each pilot landscapes and FUGs: • Describe all taxation databases and mapping (growing stock, annual yield, component etc.); • Describe key benefit areas soil, water protection and habitat of biodiversity;				

 $^{^1}$ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

	SFM; Determine all neces Pre-comment Forest clean Seed trees at Annual harvesting volume Determine non timble level of utilization per personal develop implementation of FUGs and commits.	sary silviculturicial and comming area and variation method and area olume and area er forest producer year, existing for Fodumity groups function of implease local inco	nercial thinning plan rolume dology (natural regeneral dology (natural regeneral a (fuel and commercial) ucts (species, harvest mag volume, etc.); SFM; prest units and FUG; pocal forest officers, and lor SFM; ementation of SFM plantage generation and suppressed in the second suppressed suppressed in the second suppresse	tion, reforestati ; ethodology, allo puild technical c	ion) owable
Person to Supervise the Work/Performance of the Service Provider	Program Analyst and Project				
Frequency of	The consultant team should	report the pro	gress of the deliverables	as specified in	the ToR.
Reporting					
Progress Reporting	Required				
Requirements					
Location of work	☑ At Contractor's Location				
Expected duration	2 years				
of work					
Target start date	December 2019				
Latest completion	November 2021				
Travels Expected	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	
	Zavkhan aimag: Ikh-Uul soum; Tosontsengel soum	TBD	Building capacity of local forest institutions and forest user groups	TBD	
	Arkhangai aimag: Battsengel soum; Khairkhan soum; Erdenemandal soum	TBD	for sustainable forest management	TBD	
Special Security Requirements	 ☑ Security Clearance from UI ☐ Completion of UN's Basic ☑ Comprehensive Travel Inst ☐ Others [pls. specify] 	and Advanced			
Implementation Schedule indicating breakdown and timing of	☑ Required ☐ Not Required				

activities/sub-					
activities					_
Names and curriculum vitae of	☑ Required				
individuals who	☐ Not Required				
will be involved in					
completing the services					
					=
Currency of Proposal					
Value Added Tax	☑ must be inclusive of VAT and other applicable in	ndirect taxes			
on Price Proposal ²	□ must be exclusive of VAT and other applicable				
Validity Period of	☐ 60 days	maneet taxes			_
Proposals	□ 90 days				
(Counting for the	·				
last day of	☑ 120 days				
submission of					
quotes)	In exceptional circumstances, UNDP may reques	•		•	
4,	the Proposal beyond what has been initially indica			-	
	confirm the extension in writing, without any mo	dification wha	tsoever o	n the Proposal.	_
Partial Quotes	☑ Not permitted				
	☐ Permitted				
	Outputs	Percentage	Timing	Condition	Γ
Payment Terms				for Payment	
				Release	
	Inception report:	15%	From 1	Within thirty (30)	
	 Develop methodology (Please see the 		month	days from the date of meeting	
	Inception report for Sustainable Forest			the following	
	Management) and detailed work plan			conditions: a) UNDP's	ı
	with timeline of activities and			written	
	deliverables;			acceptance	
	 Compilation of existing inventory 			(i.e., not mere	
	database for the pilot areas (Please see			receipt) of	
	the Final report of Forest Inventory of			the quality	
	Project Priority areas);			of the outputs;	
	 Plan a list of capacity building, 			and	
	consultation meetings/workshops with			b) Receipt of	
	FUGs and Forest units;			invoice from the	
	Progress report -1:	10%	From 4	Service	
	- Consultation with stakeholders for		months	Provider.	
	developing SFM plan;				
	- Mapping (1:25,000 for FUG) and				
	analysing identification of silviculture				
	activities (Forest land use/land cover				
	map, Dominant tree species map with				
,	age classes, Forest function map,				
	identification of stands, stand-wise plan				
	and non-timber forest product map				

 $^{^2}$ VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

	(plan and general)) in project priority areas;		
	 Develop training plan and materials of SFM for stakeholders of project priority areas; 		
	 Market assessment of demand and supply on timber and non-timber forest products, determine minimum limit of 		
	 annual harvest volume; Propose suitable/possible business plans (please consult with PIU) depend 		
	on management type (protection status), planned silvicultural activities and non-timber forest resources of soum and FUGs;		
	 Identify forest area that used as pasture and suggest sustainable pasture management activities; 		
	Determine region specific management activities;Develop draft SFM plan.		To the second of
Pro	gress report 2:	15%	From
	 Multi-party collaboration contract (soum governor, forest unit, special protected area administration, FUG, PMU and SFM team); 		3.5 months
	 Prepare final SFM plan including maps, stand record book, approved business plan; 		
	 SFM plans (outlines to be agreed) incorporating comments from PIU and MET; 		
	 Consultation with local authorities on SFM plan. 		
Pro	 gress report 3: Approval and submission of SFM plans to soum authorities, Forest unit and PIU; 	10%	From 3.5 months
	 Recommendation of strengthening relationship of work between stakeholders of sustainable forest management in the project landscapes. 		
Prog	gress report 4:	25%	From 6
	 Support implementation of stand-level forest management plans by FUGs through demonstration of sustainable forest management activities, including: 		months
	a) Forest cleaning and b) pre- commercial thinning, commercial thinning and other silvicultural activity		

	c) measures to encourage natural regeneration and d) reforestation by native tree species (with temporary fencing);			
	- Training and hands on support to build technical capacity;			
	- Training reports;			
	 Quarterly and half-year progress reports of implementing model SFM plans including business plan for the selected FUGs. 			
	Final report: - Annual progress reports of implementing model SFM plans including business plan for the selected FUGs;	25%	From 6 months	
	- Calculate CO2 emission and removal using the EX-Ante Carbon-balance Tool (EX-ACT) developed by FAO;			
	 Recommendation of how to scale up good practices of the model SFM plan and maintain sustainability of the FUG's activities; 			
	- Final narrative report with financial report.			
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Program Analyst, UNDP			
Type of Contract to	☑ Purchase Order			
be Signed	☐ Institutional Contract			
	☑ Contract for Professional Services			
	☐ Long-Term Agreement ³			
	☐ Other Type of Contract			
Criteria for	☐ Lowest Price Quote among technically responsive	e offers		
Contract Award	☑ Highest Combined Score (based on the 70% tech distribution)	inical offer ai	nd 30% price we	ight

³ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

	☑ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	Technical Proposal (70%) ☑ Expertise of the Firm - 35p ☑ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan – 25p ☑ Management Structure and Qualification of Key Personnel - 40p Financial Proposal (30%) To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	☑ One and only one Service Provider ☐ One or more Service Providers
Annexes to this RFP	 ✓ Form for Submission of Proposal (Annex 2) ✓ General Terms and Conditions / Special Conditions (Annex 3)⁴ ✓ Detailed TOR (Annex 4) ☐ Others⁵
Contact Person for Inquiries (Written inquiries only) ⁶	Procurement Associate bids.mn@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Other Information [pls. specify]	•

⁴ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁵ A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

⁶ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL7

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁸)

[insert: Location]. [insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

- a) Profile describing the nature of business, field of expertise, licenses, certifications, accreditations;
- b) Licenses Registration Papers, Tax Payment Certification and professional license to conduct the landscape level soum development plan etc.
- c) Latest Audited Financial Statement income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc.;
- d) Track Record list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references (proof of successful completion of 2 similar assignments in last 5 years);
- e) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, work plan, schedule, reporting conditions, risks and risk mitigation measures and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

C. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide:

⁷ This serves as a guide to the Service Provider in preparing the Proposal.

⁸ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

D. Cost Breakdown per year*

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1	15%	
2	Deliverable 2	10%	
3	Deliverable 3	15%	
4	Deliverable 4	10%	
5	Deliverable 5	25%	
5	Deliverable 6	25%	
	Total	100%	
	GRAND TOTAL		

^{*}This shall be the basis of the payment tranches

E. Cost Breakdown by Cost Component (MNT):

	Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services					
1. Team leader or principal investigator/Forest engineer with managerial and team leading experience an experience in breeding management/					
2.	Forest engineer				
3.	Economist (Business plan)				
4.	GIS expert				
II. Out o	of Pocket Expenses				
Travel c	osts				
III. Othe	er Related Costs				
Other					

[Name and Signature of the Service Provider's Authorized Person]
[Designation]
[Date]

General Terms and Conditions for Services

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (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.

2.0 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 that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 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.

4.0 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.

5.0 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 to the provisions of this Contract.

6.0 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.

7.0 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.

8.0 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 the 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:
 - 8.4.1 Name UNDP as additional insured:
 - **8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - **8.4.3** Provide that the 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 the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 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 the 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.

10.0 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.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

Except as is otherwise expressly provided in writing in the Contract, the 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, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 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 United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

- 13.1 The recipient ("Recipient") of such information shall:
 - **13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.
- Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - 13.2.1 any other party with the Discloser's prior written consent; and,
 - 13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
 - **13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

- **13.2.2.2** any entity over which the Party exercises effective managerial control; or, **13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.
- 13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 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 the 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 the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the 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.
- 14.2 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, the 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.
- **14.3** 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.
- 14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), 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.
- 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, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 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 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: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 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.

18.0 TAX EXEMPTION

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 the UNDP to determine a mutually acceptable procedure.

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 the UNDP before the payment thereof and the 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 the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 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.

20.0 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.

21.0 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.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.

TERMS OF REFERENCE (TOR) FOR BUILDING CAPACITY OF LOCAL FOREST INSTITUSIONS AND FOREST USER GROUPS FOR SUSTAINABLE FOREST MANAGEMENT

Project Title: Ensuring Sustainability and Resilience (ENSURE) of Green Landscapes in Mongolia

Type of contract: Service contract for team of multi-disciplinary experts

Duty location: Ulaanbaatar and time to time expected to travel to project landscapes (table 1)

Expected start date: Dec 2019

Duration of contract: 24 months

A. Project Description

The ENSURE project aims to enhance ecosystem services in multiple landscapes of the Sayan and Khangai mountains and southern Gobi by reducing rangeland and forest degradation and conserving biodiversity through sustainable livelihoods. The project consists of four components and under the component 2, an application of sustainable rangeland and forest management and biodiversity conservation activities are implemented to reduce degradation/desertification and enhance ecosystem services. Implementing the best practice of sustainable management and restoration in boreal and Saxaul forests, will result avoided carbon emissions, healthier forests and enhanced biodiversity. ENSURE project had conducted detailed forest inventory work in pilot areas listed below (Table 1).

- 1. Tarvagatai mountain 20585 ha boreal forest area
- 2. Bukhun mountain 23 004 ha boreal forest area
- 3. Ulaan shal valley 4307 ha Saxaul forest
- 4. Zarman gobi 28318 ha Saxaul forest

Table 1. Selected pilot landscapes for Khangai region

#	Name of the pilot landscapes	Geographical zones	Aimags covered	Soums covered
1	Tarvagatain Mountain	Forest Steppe	Zavkhan	1.lkh-Uul 2.Tosontsengel
2	Bukhun Shar Mountain	Forest Steppe	Arkhangai	1.Battsengel 2.Erdenemandal 3.Khairkhan

Objectives and scope of work

The overall objective of this consultancy is to develop sustainable forest management plan at least for 15 Forest User Groups (FUG)s. Also recommend and highlight required silvicultural activities of SFM which focuses on reducing forest degradation and deforestation through thinning, cleaning, reforestation and utilization while ensuring sustainability of livelihood and quality of ecosystem services enhancement for local population and resilience of forest ecosystem for biodiversity and forest carbon protection and conservation against climate change. Activities should be conducted in a participatory approach with local Forest User Groups and Forest Units, using this as a hands-on opportunity to build their capacity.

The proposed plan should comply with sustainable forest management principles and Mongolian Forest law and regulations. The local level SFM plan will guide further activities at each pilot landscapes and FUGs:

- Describe all taxation databases and mapping (growing stock, annual yield, component etc.);
- Describe key benefit areas soil, water protection and habitat of biodiversity;
- Determine and use region/local specific indicator and criteria for implementing SFM;
- Determine all necessary silvicultural activity including:
 - Pre-commercial and commercial thinning plan
 - Forest cleaning area and volume
 - Forest restoration methodology (natural regeneration, reforestation)
 - Seed trees and area
- Annual harvesting volume and area (fuel and commercial);
- Determine non timber forest products (species, harvest methodology, allowable level of utilization per year, existing volume, etc.);
- Develop implementation plan for SFM;
- Determine needs of training for Forest units and FUG;
- Strengthen and build capacity of local forest officers, and build technical capacity of FUGs and community groups for SFM;
- Monitoring and evaluation of implementation of SFM plan;

Those activities have to increase local income generation and support natural regeneration capability of the forest resources.

B. Expected Outputs, Deliverables and Schedule of Payments:

Forest management plans should be written in Mongolian and English.

Deliverables/ Outputs	Estimated Duration	Instalment (%)	Review and Approvals Required
 Inception report: Develop methodology (Please see the Inception report for Sustainable Forest Management) and detailed work plan with timeline of activities and deliverables; Compilation of existing inventory database for the pilot areas (Please see the Final report of Forest Inventory of Project Priority areas); Plan a list of capacity building, consultation meetings/workshops with FUGs and Forest units; 	1 month	15%	Upon satisfactory result, Respective UNDP officer and PIU
 Progress report 1 Consultation with stakeholders for developing SFM plan; Mapping (1:25,000 for FUG) and analysing identification of silviculture activities (Forest land use/land cover map, Dominant tree 	4 months	10%	Upon satisfactory result, Respective UNDP officer and PIU

-	species map with age classes, Forest function map, identification of stands, standwise plan and non-timber forest product map (plan and general)) in project priority areas; Develop training plan and materials of SFM for stakeholders of project priority areas; Market assessment of demand and supply on timber and non-timber forest products, determine minimum limit of annual harvest volume; Propose suitable/possible business plans (please consult with PIU) depend on management type (protection status), planned silvicultural activities and non-timber forest resources of soum and FUGs; Identify forest area that used as pasture and suggest sustainable pasture management activities; Determine region specific management activities; Develop draft SFM plan.			
De		2.5	450/	11
- -	ogress report 2 Multi-party collaboration contract (soum governor, forest unit, special protected area administration, FUG, PMU and SFM team); Prepare final SFM plan including maps,	3.5 months	15%	Upon satisfactory result, Respective UNDP officer and PIU
-	stand record book, approved business plan; SFM plans (outlines to be agreed) incorporating comments from PIU and MET;			
-	Consultation with local authorities on SFM plan.			
Pro	ogress report 3 Approval and submission of SFM plans to soum authorities, Forest unit and PIU;	3.5 months	10%	Upon satisfactory result, Respective
-	Recommendation of strengthening relationship of work between stakeholders of sustainable forest management in the project landscapes.			UNDP officer and PIU
Pro-	Support implementation of stand-level forest management plans by FUGs through demonstration of sustainable forest management activities, including: a) Forest cleaning and b) pre-commercial thinning, commercial thinning and other silvicultural activity c) measures to encourage natural regeneration and d) reforestation by native tree species (with temporary fencing);	6 months	25%	Upon satisfactory result, Respective UNDP officer and PIU

-	Training and hands on support to build technical capacity;			
-	Training reports;			
-	Quarterly and half-year progress reports of implementing model SFM plans including business plan for the selected FUGs.			
Fi	nal report	6 months	25%	Upon satisfactory
-	Annual progress reports of implementing model SFM plans including business plan for the selected FUGs;			result, Respective UNDP officer and
-	Calculate CO ₂ emission and removal using the EX-Ante Carbon-balance Tool (EX-ACT) developed by FAO;			FIU
-	Recommendation of how to scale up good practices of the model SFM plan and maintain sustainability of the FUG's activities;			
-	Final narrative report with financial report.			

C. Institutional arrangement

The contracted team of consultants will work for a total of 24 months in close collaboration with the PMU and relevant stakeholders at national and local level. The consultant should ensure a timely identification of potential risks and signal any delays in deliverables. The contract will be effective immediately upon signature by UNDP.

UNDP CO shall have the following responsibilities:

- Provide with relevant documents:
- Discuss and agree on the methodologies of the assignment;
- Organize the meetings, workshops and etc;
- Support for participation and involvement of key stakeholders at the meeting;
- Monitor and evaluate the progress of the assignment.

The present ToR may be subject to modification, without changing the overall objective and the scope of work, based on mutual consultations. UNDP will hold the copyright of the assignment deliverables.

D. Qualifications of the consultant profile:

Team leader:

Forest engineer with managerial and team leading experience.

Team members:

- Forest engineer with experience in forest inventory, management plan, monitoring, forest protection, utilization and restoration;
- Remote sensing and/or GIS specialist with experience in forestry field;
- Economist Business plan developer (optional).

Experience:

- At least 5 years of experience in closely related field;
- Forest engineers with strong knowledge on forest management at Boreal and Saxaul forest;

- GIS experts have to considerable experience and knowledge in related Boreal and Saxaul forest:
- Proven experience in facilitation of community activities;
- Experiences with forest unit, forest rangers and private forest companies and forest user groups Competencies:
 - Highly organized person, sets priorities, produces quality outputs, meets deadlines and manages time efficiently;
 - · Ability to maintain overview in complex work situations, self-starter;
 - Writes clearly professional correspondence adequately;
 - · Works toward creative solutions by analysing problems carefully and logically;
 - Maintains professional relationships;
 - Sound understanding of key software packages.

E. Criteria for Selection of the Best Offer

Combined Scoring method will be used in the selection of a consultant, where the technical proposal (expertise, methodology, experience and qualification of key personal) will be weighted a max. of 70% and combined with the price offer which will be weighted a max of 30% (Annex 1).

Below is the breakdown of points of Technical proposal: 100 points which equal 70% of the total scoring:

- Expertise of the organization (NGO, company or academic institution, firm) 35 points;
- Proposed team management structure & qualification of the preferred team members - 40 points;
- Proposed methodology and timeliness of the implementation plan 25 points.

UNDP is committed to achieving workforce diversity in terms of gender, nationality and culture. Individuals from minority groups, indigenous groups and persons with disabilities are equally encouraged to apply. All applications will be treated with a strictest confidence.

The TOR is approved by

Khishigjargal Kharkhuu, Programme Analyst, UNDP Mongolia

Annex 1 of ToR

Criteria	Weight	Max. Point
Technical criteria 1: Expertise of the organization		35
The company must have enough experience in projects comparable with the present assignments (forest management planning with GIS mapping and analysis).		15
Must prove this experience with at least 3 successfully completed contracts in the last 7 years	:	20
Technical criteria 2: Qualifications of team members		40
Team leader or principal investigator At least 5 years of experience in closely related field; Forest engineer with managerial and team leading experience		. 10
 At least 5 years of experience in closely related field; Forest engineer with strong knowledge on forest management at Boreal and Saxaul forest; Experience in forest inventory, management plan, monitoring, forest protection, utilization and restoration Experience and knowledge in rangeland, protected area, biodiversity and payment for ecosystem service will have advantage 		10
Economist (Business plan) At least 5 years of experience in closely related field; Experience in Business plan developing		10
GIS expert Remote sensing and experience in forestry field		10
Technical criteria 3: Proposed methodology and timeliness of the implementation plan		25
A brief proposal describing the methodologies, workplan and timeframe		15
Demonstration of quality assurance mechanisms and risk management		10
Technical Score		100