

REQUEST FOR PROPOSAL (RFP) (For Services)

To: All potential vendors	DATE: September 24, 2019
	REFERENCE: RFP/2019/021 - ENSURE

Dear Sir / Madam:

We kindly request you to submit your Proposal for **conducting participatory assessment of** the status indicator species and threat indicators in the demonstration landscapes.

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

Proposals may be submitted on or before **11:00am, Tuesday, October 08, 2019** (GMT+08, Ulaanbaatar time) and via email to:

bids.mn@undp.org

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)

9/24/2019

Description of Requirements

Context of the	Project: Ensuring Sustainability and Resilience (ENSURE) of Green Landscapes in
Requirement	Mongolia
	Background: Land degradation and desertification, exacerbated by climate change, is Mongolia's most serious environmental problem, impacting the nation's productivity and efforts for equitable and sustainable development, as well as its rich biodiversity. Barriers to biodiversity conservation measures were mainly caused from several factors including ppor economic conditions at local level and giving high priority for the mining industry for higher earning, overgrazing of livestock over the carrying capacity of pasture, insufficient human and financial resources for effective implementation of the environmental sector policy, behavioural effect or unwillingness of local communities to participate in the implementation of biodiversity conservation activities, lacking of adequate ecological education system, and poor livelihood of local communities. To address the problem, the Ministry of Environment and Tourism (MET) implements the ENSURE Project with an objective to enhance ecosystem services in multiple landscapes of the Sayan and Khangai mountains and southern Gobi by reducing rangeland, forest degradation and conserving biodiversity through sustainable livelihoods. The project uses strategy to
	engage multiple stakeholders in removal of those barriers within the project
	outcomes.
Implementing Partner of UNDP	Ministry of Environment and Tourism
Brief Description of	The objective of this assignment is to conduct participatory assessment of the status
the Required	of indicator species and threat indicators in the demonstration landscapes. The
Services ¹	project intervention at the pilot landscapes will be directed to protect threatened/iconic biodiversity and their habitats, and stakeholders will have better understanding and knowledge about their values so that the community engagement in conservation will be increased. The target (iconic) species of the assessment are (i) snow leopard- panthera uncia, (ii) goitered gazelle- gazella subgutturosa, (iii) argali sheep- ovis darwini, (iv) red deer- cervus elaphus, (v) musk deer- moschus moschiferus, (vi) red thumb-cynomorium songaricum. Furthermore, for the biodiversity conservation, particularly in conservation of nationally and globally threatened species and their populations, the public participation needs to be raised by mobilizing national and local environmental NGOs and community conservation groups and supporting their initiatives and proposed activities. Capacity building and retraining of trained staff members are also required to prevent from the potential drawbacks to be incurred in the conservation activities, specifically capacities for providing professional guidance in the law enforcement on the biodiversity conservation. The assignment also requires organize trainings on usage of wildlife field monitoring equipments for the local Protected Area (PA)s staff and communities, (NGOs) who
	engaged in cooperative management of natural resources for wildlife field
	monitoring: These include:

 $^{^1}$ 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.

• To organize training for using UAVs (drones), GPSs, rangefinders and binoculars; To make preparation and technical configuration of equipment for the field assessment; List and Methodologies and guidelines for local communities Description of **Expected Outputs** • Desk study on available studies, reports and results related to the pilot areas to be Delivered including necessary data and maps; Prepare a guideline for wildlife monitoring by local herders, engage eco school students in monitoring activities, provide explanations on the use of the current legal provisions to secure biodiversity conservation and community management: Provide recommendation for identifying suitable positions of manmade water ponds options for the wildlife in Ulaan shal Valley and Zarman Gobi; Develop a guideline for Herder Group (HG)s, Pasture User Group (PUG)s and Forest User Group (FUG)s to minimize competing pasture use between wild animal and domestic livestock. Conducting indicator species survey and strengthen capacity on biodiversity conservation and monitoring of indicator and other important species • Conduct assessment of the status of indicator species in the pilot landscapes in Year 1 including habitat distribution (maps), population size and density; General assessment of other important biodiversity (Animals and plants) and prepare recommendations for further conservation and sustainable utilization of species; Prepare a guideline for wildlife monitoring by local herders, and students; Train local communities on wildlife conservation management including salt licks (mineral) and water supply; Support prevention of illegal hunting of wildlife in each pilot landscape through community-based mechanisms, and build capacity of the local communities, NGOs and judiciary to ensure strong prevention and enforcement: Conduct a survey collaborating with local communities to determine and analyze the reasons of decline of key species, forest ungulates in Tarvagatai mountain, and Bukhun Mountain; Support updating existing national environmental database for globally and nationally threatened fauna and flora to provide a scientific basis for further conservation management. Programme Analyst and Project Management Unit Person to Supervise the

Work/Performance of the Service Provider

Frequency of	All reports should be written in Mongolian and summary in English. Progress reports					
Reporting	and Final report should be submitted to PIU within an agreed schedule complying the					
	qua	ity requirements.				
Progress Reporting Requirements	Required					
Location of work	□ At Contractor's Location					
Expected duration	6 months					
of work						
Target start date	October 2019					
Latest completion	Mar	ch 2019				
date						
Travels Expected			•	_	khan, Bayankhongor	
	and	Gobi-Altai aimags (1	Table 1 and Map 1 i	n Annex 3).		
	Tabl	e 1 Selected Pilot La	undecanoe			
	#	Name of the	Geographical	Aimags covered	Soums covered	
	**	pilot landscapes		Aimags covered	Journs Covered	
			zones			
	1	Tarvagatain	Forest Steppe	Zavkhan	1.lkh-Uul	
		Mountain			2.Tosontsengel	
	2	Bukhun	Forest Steppe	Arkhangai	1.Battsengel	
		Mountain			2.Ulziit	
					3.Khairkhan	
					4.Erdenemandal	
	3	Ulaan shal Valley	Desert Steppe	1.Gobi-Altai	1. Chandmani	
				2.Bayankhongor	2.Baatsagaan	
				, ,	3.Bayantsagaan	
	4	Zarman Gobi	Desert Steppe	1.Gobi-Altai	1.Tsogt	
				2.Bayankhongor	2. Erdene	
				2.bayanknongo	3.Bayan-Ondor	
					4.Shinejinst	
c 11c 1	_	<u> </u>			4.5111116/11130	
Special Security		ecurity Clearance fro	•	_		
Requirements		Completion of UN's E		Security Training		
		omprehensive Trave	el Insurance			
Immlementation		others [pls. specify]				
Implementation Schedule indicating		equired				
breakdown and	יו נו	lot Required				
timing of						
activities/sub-						
activities						
Names and	⊠R	equired				
curriculum vitae of		Iot Required				
individuals who		•				
will be involved in						
completing the						
services						

Currency of	☑ Local Currency - MNT					
Proposal						
Value Added Tax		☐ must be inclusive of VAT and other applicable indirect taxes				
on Price Proposal ²	must be exclusive of VAT and other app	olicable indire	ct taxes			
Validity Period of	☐ 60 days					
Proposals	☐ 90 days					
(Counting for the	☑ 120 days					
last day of submission of						
quotes)	In exceptional circumstances, UNDP may i	•	•	-		
quotesy	of the Proposal beyond what has been in	•		·		
	shall then confirm the extension in writing	g, without any	modificatio	on whatsoever on		
Dantial Overton	the Proposal.					
Partial Quotes	☑ Not permitted					
	Permitted	Dt	Time in a	Condition for		
Payment Terms	Outputs	Percentage	Timing	Payment		
rayment remis				Release		
		20%	TBD	Within thirty		
	Inception report:			(30) days from		
	- Desk study on existing studies, reports,			the date of		
	and survey results in the pilot areas			meeting the		
	including necessary data and maps; - Clear methodology and work plan in			following conditions:		
	consultation with PIU, required survey			a) UNDP's		
	timeline specifically on site and other			written		
	logistical arrangements;			acceptance		
	- List of consultation meetings/workshops			(i.e., not		
	with local community groups;			mere		
	Design of the survey, including survey objectives, sampling design and units,			receipt) of the quality		
	estimation methods (field			of the		
	measurements and mapping) this must			outputs;		
	be in line with methods used for the			and		
	same species in other locations of the			b) Receipt of		
	country;			invoice		
	Progress report-1	50%	TBD	from the		
	Progress report-1 - Preparation and adjustment of			Service Provider.		
	equipment for field survey;			Trovider.		
	- Prepare a guideline for wildlife					
	monitoring for local herders based on					
	existing legal regulations and train local					
	communities on wildlife conservation					
	management including: salt licks and water supply;					
	- Organize training for using UAVs					
	(drones), GPSs, rangefinders and					
	binoculars;					
		15%	15 Dec			
	Progress report- 2		2019			

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

	 Conduct inventory of the 6 indicator species in the pilot landscapes; Field survey report (in the pilot areas with participation of local community groups); including mapping and analyzing field survey results; Analytical report on the reasons of the decline of key species, forest ungulates in Tarvagatain mountain and Bukhun Mountain (surveys collaborating with local communities); Guideline on prevention of illegal killing of wildlife in each pilot landscape through community-based mechanisms, and how to build capacity of judiciary to ensure strong enforcement; General assessment report on important biodiversity (flora and fauna species) and prepare recommendations for conservation and sustainable utilization; Consultation and workshop reports; Final report Recommendation for identifying suitable locations of manmade pond's options for the wild animals in Ulaan shal Valley and Zarman Gobi; Habitat maps, density and restoration potentials of the indicator species; Support for updating the national databases; Guideline for HGs, PUGs and FUGs to minimize competing pasture use between wild animal and domestic livestock; Baseline of the indicator species report (outlines to be agreed) incorporating comments from PIU and MET, draw conclusion and recommendations for biodiversity conservation (an assessment of the status of indicator species in the pilot landscapes) 	15%	16 March 2020	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of	Programme Analyst			
Type of Contract to be Signed	☑ Purchase Order☐ Institutional Contract☑ Contract for Professional Services			

	☐ Long-Term Agreement ³
	☐ Other Type of Contract
Criteria for	☐ Lowest Price Quote among technically responsive offers
Contract Award	☐ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)
	☑ Full acceptance of the UNDP Contract General Terms and Conditions (GTC).
	This is a mandatory criterion 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	Technical Proposal (70%)
Assessment of	□ Expertise of the Firm - 35p
Proposal	☐ 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	☑ One and only one Service Provider
the contract to:	☐ One or more Service Providers, depending on the following factors
Annexes to this	☑ Form for Submission of Proposal (Annex 2)
RFP	☐ General Terms and Conditions / Special Conditions (Annex 3) ⁴
	☑ Detailed TOR (Annex 4)
	☐ Others ⁵
Contact Person for	Procurement and Admin Associate
Inquiries	Bids.mn@undp.org
(Written inquiries	Any delay in UNDP's response shall be not used as a reason for extending the
only) ⁶	deadline for submission, unless UNDP determines that such an extension is
	necessary and communicates a new deadline to the Proposers.
Other Information	n/a
[pls. specify]	

 $^{^3}$ 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.

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) Business Licenses Registration Papers, Tax Payment Certification, 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;
- e) Certificates and Accreditation including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
- f) 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, reporting conditions 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.

- Proof of successful completion of 2 similar works in last 7 years;
- · Approach and methodology;
- Work plan and schedule;
- Quality assurance mechanisms;
- Risk and risk mitigation measures

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

C. Qualifications of Key Personnel

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

- 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	20%	
2	Deliverable 2	50%	
3	Deliverable 3	15%	
4	Deliverable 4	15%	
	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				
Team leader or principal investigator				
Biodiversity/wildlife specialists (3)				
Botanist				
GIS specialist				
II. Out of Pocket Expenses				
Travel cost				
III. Other Related Costs				

[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.
- 13.5 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.
- 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.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with 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) PARTICIPATORY ASSESSMENT OF INDICATOR SPECIES

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

Mongolia

Type of Position: Participatory assessment of the status of indicator species **Type of contract:** Service contract for team of multi-disciplinary experts

Duty Location: Ulaanbaatar and expected to spend most time in the 4 pilot areas

Contract Duration: 6 months

1) Project Description

Land degradation and desertification, exacerbated by climate change, is Mongolia's most serious environmental problem, impacting the nation's productivity and efforts for equitable and sustainable development, as well as its rich biodiversity. Barriers to biodiversity conservation measures were mainly caused from several factors including ppor economic conditions at local level and giving high priority for the mining industry for higher earning, overgrazing of livestock over the carrying capacity of pasture, insufficient human and financial resources for effective implementation of the environmental sector policy, behavioural effect or unwillingness of local communities to participate in the implementation of biodiversity conservation activities, lacking of adequate ecological education system, and poor livelihood of local communities. To address the problem, the Ministry of Environment and Tourism (MET) implements the ENSURE Project with an objective to enhance ecosystem services in multiple landscapes of the Sayan and Khangai mountains and southern Gobi by reducing rangeland, forest degradation and conserving biodiversity through sustainable livelihoods. The project uses strategy to engage multiple stakeholders in removal of those barriers within the project outcomes described below:

- 1) Enhanced enabling framework and systemic tools help conserve biodiversity and ecosystem services. Key results include strengthened legislation and financial mechanisms for green development, incorporation of measures to conserve biodiversity and ecosystem services into local development plans, development of new tools for enhanced capacity for green development and improved systemic measures for conservation of globally threatened / iconic biodiversity.
- 2) Rangelands, forests and biodiversity are restored, and protected areas strengthened at landscape scale. Key results include reduced degradation of 300,000 ha of rangelands, plus 20,000ha of boreal and 25,000 ha of saxaul forests, protected area system expanded by 0.94 million ha and strengthened, and threats to globally threatened / iconic biodiversity reduced.
- 3) Sustainable livelihoods provide benefits to local communities and support biodiversity. Results include strengthened community groups, more sustainable livelihoods, public private partnerships and raised public awareness for green development approaches.
- 4) Improved knowledge management, monitoring and evaluation supports sustainability and upscaling. Results include new and effective mechanisms for knowledge management, monitoring and gender mainstreaming.

The project pilot landscapes cover 13 soums of Arkhangai, Zavkhan, Bayankhongor and Gobi-Altai aimags (Table 1 and Map 1 in Annex 3).

Table 1 Selected Pilot Landscapes

#	Name of the pilot landscapes	Geographical zones	Aimags covered	Soums covered	
1	Tarvagatain Mountain	Forest Steppe	Zavkhan	1.lkh-Uul	

				2.Tosontsengel
2	Bukhun Mountain	Forest Steppe	Arkhangai	1.Battsengel
				2.Ulziit
				3.Khairkhan
				4.Erdenemandal
3	Ulaan shal Valley	Desert Steppe	1.Gobi-Altai	1. Chandmani
			2.Bayankhongor	2.Baatsagaan
				3.Bayantsagaan
4	Zarman Gobi	Desert Steppe	1.Gobi-Altai	1.Tsogt
			2.Bayankhongor	2. Erdene
				3.Bayan-Ondor
				4.Shinejinst

2) Objectives and Scope of work:

The objective of this assignment is to conduct participatory assessment of the status of indicator species and threat indicators in the demonstration landscapes. The project intervention at the pilot landscapes will be directed to protect threatened/iconic biodiversity and their habitats, and stakeholders will have better understanding and knowledge about their values so that the community engagement in conservation will be increased. The target (iconic) species of the assessment are (i) snow leopard- panthera uncia, (ii) goitered gazelle- gazella subgutturosa, (iii) argali sheep- ovis darwini, (iv) red deer- cervus elaphus, (v) musk deer-moschus moschiferus, (vi) red thumb-cynomorium songaricum. Furthermore, for the biodiversity conservation, particularly in conservation of nationally and globally threatened species and their populations, the public participation needs to be raised by mobilizing national and local environmental NGOs and community conservation groups and supporting their initiatives and proposed activities. Capacity building and retraining of trained staff members are also required to prevent from the potential drawbacks to be incurred in the conservation activities, specifically capacities for providing professional guidance in the law enforcement on the biodiversity conservation.

The assignment also requires organize trainings on usage of wildlife field monitoring equipments for the local Protected Area (PA)s staff and communities, (NGOs) who engaged in cooperative management of natural resources for wildlife field monitoring: These include:

- To organize training for using UAVs (drones), GPSs, rangefinders and binoculars;
- To make preparation and technical configuration of equipment for the field assessment;

Methodologies and guidelines for local communities

- Desk study on available studies, reports and results related to the pilot areas including necessary data and maps;
- Prepare a guideline for wildlife monitoring by local herders, engage eco school students in monitoring
 activities, provide explanations on the use of the current legal provisions to secure biodiversity
 conservation and community management;
- Provide recommendation for identifying suitable positions of manmade water ponds options for the wildlife in Ulaan shall Valley and Zarman Gobi;
- Develop a guideline for Herder Group (HG)s, Pasture User Group (PUG)s and Forest User Group (FUG)s to minimize competing pasture use between wild animal and domestic livestock.

Conducting indicator species survey and strengthen capacity on biodiversity conservation and monitoring of indicator and other important species

- Conduct assessment of the status of indicator species in the pilot landscapes in Year 1 including habitat distribution (maps), population size and density;
- General assessment of other important biodiversity (Animals and plants) and prepare recommendations for further conservation and sustainable utilization of species;
- Prepare a guideline for wildlife monitoring by local herders, and students;
- Train local communities on wildlife conservation management including salt licks (mineral) and water supply;
- Support prevention of illegal hunting of wildlife in each pilot landscape through community-based mechanisms, and build capacity of the local communities, NGOs and judiciary to ensure strong prevention and enforcement;
- Conduct a survey collaborating with local communities to determine and analyze the reasons of decline
 of key species, forest ungulates in Tarvagatai mountain, and Bukhun Mountain;
- Support updating existing national environmental database for globally and nationally threatened fauna and flora to provide a scientific basis for further conservation management.

3) Expected outputs, deliverables:

The reports should be written in Mongolian and English.

Deliverables/ Outputs	Estimated Duration	Instalment (%)	Review and Approvals Required
Inception report: Desk study on existing studies, reports, and survey results in the pilot areas including necessary data and maps; Clear methodology and work plan in consultation with PIU, required survey timeline specifically on site and other logistical arrangements; List of consultation meetings/workshops with local community groups; Design of the survey, including survey objectives, sampling design and units, estimation methods (field measurements and mapping) this must be in line with methods used for the same species in other locations of the country;	Oct 15 2019	20%	Respective UNDP officer and PMU
Progress report-1 - Preparation and adjustment of equipment for field survey; - Prepare a guideline for wildlife monitoring for local herders based on existing legal regulations and train local communities on wildlife conservation management including: salt licks and water supply; - Organize training for using UAVs (drones), GPSs, rangefinders and binoculars;	Oct 25 2019	50% (Expense of field survey should be paid before the trips)	Respective UNDP officer and PMU

Progress report- 2 — Conduct inventory of the 6 indicator species in the pilot landscapes; — Field survey report (in the pilot areas with participation of local community groups); including mapping and analysing field survey results; — Analytical report on the reasons of the decline of key species, forest ungulates in Tarvagatain mountain and Bukhun Mountain (surveys collaborating with local communities); — Guideline on prevention of illegal killing of wildlife in each pilot landscape through community-based mechanisms, and how to build capacity of judiciary to ensure strong enforcement; — General assessment report on important biodiversity (flora abd fauna species) and prepare recommendations for conservation and sustainable	Dec 15 2019	15%	Upon satisfactory result, Respective UNDP officer and PMU
utilization ; — Consultation and workshop reports;			
Final report - Recommendation for identifying suitable locations of manmade pond's options for the wild animals in Ulaan shal Valley and Zarman Gobi; - Habitat maps, density and restoration potentials of the indicator species; - Support for updating the national databases; - Guideline for HGs, PUGs and FUGs to minimize competing pasture use between wild animal and domestic livestock; - Baseline of the indicator species report (outlines to be agreed) incorporating comments from PIU and MET, draw conclusion and recommendations for biodiversity conservation (an assessment of the status of indicator species in the pilot landscapes)	March 16 2020	15 %	Upon satisfactory result, Respective UNDP officer and PMU

4) Institutional Arrangement:

The contracted company will work for a total of 6 months in close collaboration with the PMU and relevant stakeholders at national and local level.

The assignments must be coordinated with the following contracts:

- Landscape based soum development planning
- Pasture monitoring and management
- Evaluation of GIS based ecosystem services.
- Forest inventory survey

Field trips, meetings at local level must be coordinated.

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, PIU shall have the following responsibilities:

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

5) The service provider team's competency will include

- At least 10 years of experience in conducting research wildlife and plant population and their habitat assessment (Annex1);
- Team must have 4 members with bachelor or higher degree in biodiversity, preferably in wildlife
 management, habitat mapping and plant ecology (with knowledge of vegetation survey and ecology
 of Red thumb Cynomorium soongarica), natural resource management (Annex 1 and 2);
- Good working relationships with relevant community, public organizations in NGO, private sector local and national government;
- Excellent team work skills, ability, willingness and openness to work with local communities, and with NGO, government at all levels and private sector stakeholders;
- Ability to present technical findings to stakeholders and layperson audience through appropriate presentation styles;
- · Result-orientation, able to deliver results on agreed schedule;

6) Estimated Timeframe for Deliverables

The expected target date of commencement of the work is September 20, 2019. The expected completion date is March 16, 2020, condition to Certificate of Completion of Work by project. Outputs will be reviewed by ENSURE Technical Working Group, project implementation team and Project manager.

7) Scope of Bid Price and Schedule of Payments

The contract price is a fixed out-put based price regardless of extension of the herein specified duration. For computation of the contract price, the proposal by the bidder must include professional fees, travel costs, living allowances, taxes, and equipment/material costs at a minimum.

8) Recommended Presentation of Proposal

In order to ensure that proposals are designed and presented uniformly and to facilitate their comparative analysis, they should adhere to the following format and sequencing:

Technical proposal:

- Eligibility documentations Description of the team experienced in the relevant field, with copies of certificates and CVs of individuals;
- Qualification of the team leader;
- Approach and methodology;
- Work plan and schedule;

- Quality assurance mechanisms;
- Management Structure of the team, and specific responsibilities of team members;

Financial proposal:

- Complete as per summary template provided, supported by detailed breakdown per each category.

9) Technical Requirements/Criteria

For the selection of the successful bidder, the following criteria will be applied:

- Criteria related to the bidder's capacities and capabilities (35 %)
- Criteria related to the degree of compliance of the services to be delivered against the requirements
 (25 %)
- Criteria related to the expertise and capabilities of the specific individuals who will be performing and
 or all of the services to UNDP, either as the main scope or a mere sub-component of the UNDP
 requirements (40 %)

10) Financial Requirements

Price is an important factor in the evaluation process. Following the cumulative analysis scheme, weight for financial proposal shall be 30%.

11) Duty Station

The assignment shall be carried out in Mongolia and based in Ulaanbaatar city with any field work (if required) in the territory of the pilot landscapes of the project area.

Annex 1

Criteria	Weight	Max. Point
Technical criteria 1: Expertise of the organization		35
At least 10 years of experience in conducting research wildlife and plant population and their habitat assessment		15
Proven record of having successfully completed at least two similar assignments in the last 7 years		20
Technical criteria 2: Qualifications of team members		40
Team leader or principal investigator		10
Biodiversity/wildlife specialists (3)		10
Botanist		10
GIS specialist		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	70	100

Annex 2

Criteria	Max working days in 6 months	
Team leader/principal investigator* (management and coordination)	100	
Biodiversity/wildlife specialist (3)	200	
Botanist	25	
GIS specialist	60	

Annex 3. State Protected Areas and pilot landscapes

