



REQUEST FOR PROPOSAL (RFP) (For Services)

To: All potential vendors	DATE: November 28, 2019
	REFERENCE: RFP/2019/030- ENSURE

Dear Sir / Madam:

We kindly request you to submit your Proposal for **developing model soum/intersoum sustainable forest management plan**.

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., 19 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)
11/27/2019

Description of Requirements

Context of the Requirement	<p>Project: Ensuring Sustainability and Resilience (ENSURE) of Green Landscapes in Mongolia</p> <p>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 main components. Under the component 2, application of sustainable rangeland and forest management and biodiversity conservation activities will be implemented to reduce land degradation/desertification and enhance ecosystem services. Implementing the best practices of sustainable management and restoration measures in boreal and saxaul forests, will result in an avoided carbon emissions, healthier forests and enhanced biodiversity habitat.</p> <p>Selected landscapes</p> <p>Table 1. Selected pilot landscapes for Khangai region (*forest management plans)</p> <table><tr><th>#</th><th>Name of the pilot landscapes</th><th>Geographical zones</th><th>Aimags covered</th><th>Soums covered</th></tr><tr><td>1</td><td>Tarvagatain Mountain</td><td>Forest Steppe</td><td>Zavkhan</td><td>1.Ikh-Uul(not included as SFM plan have already been developed) 2.Tosontsengel+neighbouring 1 soum can be added, if that is necessary to supplement SFM activities at the selected landscape.</td></tr><tr><td>2</td><td>Bukhun Shar Mountain</td><td>Forest Steppe</td><td>Arkhangai</td><td>1.Battsengel 2.Erdenemandal 3.Khairkhan</td></tr><tr><td>3</td><td></td><td>Forest Steppe</td><td>Arkhangai</td><td>1.Ulziit</td></tr></table> <p>Table 2. Selected pilot landscapes for Gobi region (*forest management plans)</p> <table><tr><th>#</th><th>Name of the pilot landscapes</th><th>Geographical zones</th><th>Aimags covered</th><th>Soums covered</th></tr><tr><td>1</td><td>Ulaan shal Valley</td><td>Desert Steppe</td><td>1.Bayankhongor</td><td>1.Baatsagaan</td></tr><tr><td>2</td><td>Zarman Gobi</td><td>Desert Steppe</td><td>1.Bayankhongor</td><td>1.Bayan-Ondor 2.Shinejinst</td></tr></table>	#	Name of the pilot landscapes	Geographical zones	Aimags covered	Soums covered	1	Tarvagatain Mountain	Forest Steppe	Zavkhan	1.Ikh-Uul(not included as SFM plan have already been developed) 2.Tosontsengel+neighbouring 1 soum can be added, if that is necessary to supplement SFM activities at the selected landscape.	2	Bukhun Shar Mountain	Forest Steppe	Arkhangai	1.Battsengel 2.Erdenemandal 3.Khairkhan	3		Forest Steppe	Arkhangai	1.Ulziit	#	Name of the pilot landscapes	Geographical zones	Aimags covered	Soums covered	1	Ulaan shal Valley	Desert Steppe	1.Bayankhongor	1.Baatsagaan	2	Zarman Gobi	Desert Steppe	1.Bayankhongor	1.Bayan-Ondor 2.Shinejinst
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Implementing Partner of UNDP	Ministry of Environment and Tourism																																			

Brief Description of the Required Services ¹	<p>The overall objective of this consultancy is to develop model soum-level sustainable forest management plans for 5 boreal and 3 saxaul forest soums in project pilot landscapes (Table 1 and 2). Also, to recommend and highlight required silvicultural activities of Sustainable Forest Management (SFM) focus on reducing forest degradation and deforestation through thinning, cleaning, aff/reforestation and utilization. Specific focus must be given to the linkages between the sustainability of the soum community livelihood and quality of ecosystem services for local development with an improved resilience of the forest ecosystem for the targeted key biodiversity species conservation, while improving carbon sequestration.</p>
List and Description of Expected Outputs to be Delivered	<p>The proposed plan should be in consistent with SFM principles, Forest law and regulations.</p> <p>Boreal forest</p> <ul style="list-style-type: none"> • Gather information from inventory database and develop framework; • 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 in a participatory approach; • Determine all necessary silvicultural activity including: <ul style="list-style-type: none"> • 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 (for fuel and commercial purposes); • Determine potential of a new value chain from non-timber forest products (based on availability of existing species, harvest methodology, volume, etc.); • Develop implementation plan for SFM. <p>Saxaul forest</p> <ul style="list-style-type: none"> • Gather information from inventory database and develop framework; • 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 in a participatory approach; • Differentiate saxaul distribution area by forest definition and identify either forest management or pasture management system that would be proposed for sustainable management;

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.

	<ul style="list-style-type: none"> • Develop recommendation of forest grazing management in Saxaul forest while ensuring forest productivity is not declined; • Determine and exclude over grazed Saxaul area that are not meeting all requirements of the definition of “forest” and have been accounted into the forest fund; • Determine methodologies for the Saxaul forest restoration, biodiversity conservation and carbon sink enhancement, including: <ul style="list-style-type: none"> ○ natural regeneration, reforestation and afforestation; ○ area selection for enclosure; ○ fencing material and method; • Obtain prior consent with local citizens and herders for area selection and duration of enclosure; • Determine non timber forest products (species, harvest methodology, volume, etc.); • Develop implementation plan for SFM. 															
Person to Supervise the Work/Performance of the Service Provider	Program Analyst and Project Implementing Unit															
Frequency of Reporting	The consultant team should report the progress of the deliverables as specified in the ToR .															
Progress Reporting Requirements	Required															
Location of work	<input checked="" type="checkbox"/> At Contractor's Location															
Expected duration of work	8 months															
Target start date	December 2019															
Latest completion date	August 2020															
Travels Expected	<table border="1"> <thead> <tr> <th>Destination/s</th><th>Estimated Duration</th><th>Brief Description of Purpose of the Travel</th><th>Target Date/s</th></tr> </thead> <tbody> <tr> <td>Zavkhan aimag: Ikh-Uul soum; Tosontsengel soum</td><td>TBD</td><td rowspan="2">Developing model soum/intersoum sustainable forest management plan</td><td>TBD</td></tr> <tr> <td>Arkhangai aimag: Battsengel soum; Khairkhan soum; Erdenemandal soum Ulziit soum</td><td>TBD</td><td>TBD</td></tr> <tr> <td>Bayankhongor aimag: Baatsagaan soum; Bayan-Ondor soum; Shinejinst;</td><td>TBD</td><td></td><td>TBD</td></tr> </tbody> </table>	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	Zavkhan aimag: Ikh-Uul soum; Tosontsengel soum	TBD	Developing model soum/intersoum sustainable forest management plan	TBD	Arkhangai aimag: Battsengel soum; Khairkhan soum; Erdenemandal soum Ulziit soum	TBD	TBD	Bayankhongor aimag: Baatsagaan soum; Bayan-Ondor soum; Shinejinst;	TBD		TBD
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Special Security Requirements	<input checked="" type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training															

	<input checked="" type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>			
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required			
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required			
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency - MNT			
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.			
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted			
Payment Terms	Outputs Inception report: <ul style="list-style-type: none"> - Develop methodology (Please see the Inception report for Sustainable Forest Management) and detailed work plan with timeline of activities and deliverables; - Gather information from inventory database (Please consult with FRDC to obtain the inventory data and see Final report of Forest Inventory of Project Priority areas) - Make a forest land cover change assessment for identifying additional data collection needs and identify cost 	Percentage 15%	Timing 2 months after contract signing	Condition for Payment Release Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.

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

	<p>effective approach (Please consult with PIU) to fill the gaps (RS&GIS vs field inventory);</p> <ul style="list-style-type: none"> - Plan a list of consultation meetings with Forest units; 			
	<p>Progress report -1:</p> <ul style="list-style-type: none"> - Consultation with stakeholders for developing SFM plan; - Mapping (1:50,000 for Soum) 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 (plan and general)); - Determine region specific management activities; - Market assessment on demand and supply of timber and non-timber products (please consult with PIU); - 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; - Develop draft SFM plan. 	35%	3 months after inception report	
	<p>Progress report 2:</p> <ul style="list-style-type: none"> - Recommendation on strengthening work relationship between stakeholders of the sustainable forest management in the project landscapes; - Prepare final SFM plan including maps, stand record book, approved business plan - SFM plans (outlines to be agreed) incorporating comments from PIU and MET draw conclusions and recommendations for landscape-based soum development activities; 	35%	2 months after progress report-1	

	<ul style="list-style-type: none"> - Consultation with local authorities on SFM plan; - Contribution of results and maps to the Soum landscape-based development plans. 			
	Final report: <ul style="list-style-type: none"> - Approval and submission of SFM plans to MET, aimag and soum authorities, Forest unit and PIU. 	15%	1 month after progress report-2	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Program Analyst, UNDP			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement ³ <input type="checkbox"/> Other Type of Contract			
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> 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%) <input checked="" type="checkbox"/> Expertise of the Firm - 35p <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan – 25p <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel - 70p 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:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers			

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.

Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ⁴ <input checked="" type="checkbox"/> Detailed TOR (Annex 4) <input type="checkbox"/> Others ⁵
Contact Person for Inquiries (Written inquiries only) ⁶	<i>Procurement Associate</i> <i>bids.mn@undp.org</i> 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 if any 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 <i>[list them as referred to in the RFP]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1	15%	
2	Deliverable 2	35%	
3	Deliverable 3	35%	
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				
1. Team leader/Forest engineer with managerial and team leading at least 5 years of experience/				
2. Forest engineer with an experience in forest inventory, management plan, monitoring, forest protection, utilization and restoration				
3. Economist-Business plan developer				
4. Remote sensing and/or GIS specialist with experience in forestry field				
II. Out of Pocket Expenses				
Travel costs				
III. Other 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:

- 11.1** 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.
- 11.4** 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.

13.2 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.

- 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

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

taxes, duties or charges, the Contractor shall immediately consult with 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.

TERMS OF REFERENCE (TOR) FOR DEVELOPING MODEL SOUM/INTERSOUM SUSTAINABLE FOREST MANAGEMENT PLAN

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 Note: commencement and completion of the pilot landscapes for Khangai region and Gobi region will have to go simultaneously (See table 1 and 2).

Expected start date: 12 Dec, 2019

Duration of contract: 8 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 main components. Under the component 2, application of sustainable rangeland and forest management and biodiversity conservation activities will be implemented to reduce land degradation/desertification and enhance ecosystem services. Implementing the best practices of sustainable management and restoration measures in boreal and saxaul forests, will result in an avoided carbon emissions, healthier forests and enhanced biodiversity habitat.

Selected landscapes

Table 1. Selected pilot landscapes for Khangai region (*forest management plans)

#	Name of the pilot landscapes	Geographical zones	Aimags covered	Soums covered
1	Tarvagatain Mountain	Forest Steppe	Zavkhan	1.Ikh-Uul (not included as SFM plan have already been developed) 2.Tosontsengel + neighbouring 1 soum can be added, if that is necessary to supplement SFM activities at the selected landscape.
2	Bukhun Mountain Shar	Forest Steppe	Arkhangai	1.Battsengel 2.Erdenemandal 3.Khairkhan
3		Forest Steppe	Arkhangai	1.Ulziit

Table 2. Selected pilot landscapes for Gobi region (*forest management plans)

#	Name of the pilot landscapes	Geographical zones	Aimags covered	Soums covered
1	Ulaan shal Valley	Desert Steppe	1.Bayankhongor	1.Baatsagaan
2	Zarman Gobi	Desert Steppe	1.Bayankhongor	1.Bayan-Undor 2.Shinejinst

Objectives and scope of work

The overall objective of this consultancy is to develop model soum-level sustainable forest management plans for 5 boreal and 3 saxaul forest soums in project pilot landscapes (Table 1 and 2). Also, to recommend and highlight required silvicultural activities of Sustainable Forest Management (SFM) focusing on reducing forest degradation and deforestation through thinning, cleaning, aff/reforestation and utilization. Specific focus must be given to the linkages between the sustainability of the soum community livelihood and quality of ecosystem services for local development with an improved resilience of the forest ecosystem for the targeted key biodiversity species conservation, while improving carbon sequestration.

The proposed plan should be in consistent with SFM principles, Forest law and regulations.

Boreal forest

- Gather information from inventory database and develop framework;
- 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 in a participatory approach;
- 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 (for fuel and commercial purposes);
- Determine potential of a new value chain from non-timber forest products (based on availability of existing species, harvest methodology, volume, etc.);
- Develop implementation plan for SFM.

Saxaul forest

- Gather information from inventory database and develop framework;
- 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 in a participatory approach;

- Differentiate saxaul distribution area by forest definition and identify either forest management or pasture management system that would be proposed for sustainable management;
- Develop recommendation of forest grazing management in Saxaul forest while ensuring forest productivity is not declined;
- Determine and exclude over grazed Saxaul area that are not meeting all requirements of the definition of "forest" and have been accounted into the forest fund;
- Determine methodologies for the Saxaul forest restoration, biodiversity conservation and carbon sink enhancement, including:
 - natural regeneration, reforestation and afforestation;
 - area selection for enclosure;
 - fencing material and method;
- Obtain prior consent with local citizens and herders for area selection and duration of enclosure;
- Determine non timber forest products (species, harvest methodology, volume, etc.);
- Develop implementation plan for SFM.

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: <ul style="list-style-type: none"> - Develop methodology (Please see the Inception report for Sustainable Forest Management) and detailed work plan with timeline of activities and deliverables; - Gather information from inventory database (Please consult with FRDC to obtain the inventory data and see Final report of Forest Inventory of Project Priority areas) - Make a forest land cover change assessment for identifying additional data collection needs and identify cost effective approach (Please consult with PIU) to fill the gaps (RS&GIS vs field inventory); - Plan a list of consultation meetings with Forest units; 	2 months After contract signing	15%	Upon satisfactory result, Respective UNDP officer and PIU
Progress report 1 <ul style="list-style-type: none"> - Consultation with stakeholders for developing SFM plan; - Mapping (1:50,000 for Soum) and analysing identification of silviculture activities (Forest 		35%	Upon satisfactory result, Respective

<p>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 (plan and general));</p> <ul style="list-style-type: none"> - Determine region specific management activities; - Market assessment on demand and supply of timber and non-timber products (please consult with PIU); - 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; - Develop draft SFM plan. 	3 months after inception report		UNDP officer and PIU
<p>Progress report 2</p> <ul style="list-style-type: none"> - Recommendation on strengthening work relationship between stakeholders of the sustainable forest management in the project landscapes; - Prepare final SFM plan including maps, stand record book, approved business plan - SFM plans (outlines to be agreed) incorporating comments from PIU and MET draw conclusions and recommendations for landscape-based soum development activities; - Consultation with local authorities on SFM plan; - Contribution of results and maps to the Soum landscape-based development plans. 	2 months after progress report-1	35 %	Upon satisfactory result, Respective UNDP officer and PIU
<p>Final report</p> <ul style="list-style-type: none"> - Approval and submission of SFM plans to MET, aimag and soum authorities, Forest unit and PIU. 	1 month after progress report-2	15%	Upon satisfactory result, Respective UNDP officer and PIU

C. Institutional arrangement

The contracted team of consultants will work for total of 8 months in close collaboration with the PMU and relevant stakeholders at national and local level. The team 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 (at least 5 years of experience);

Team members:

- Forest engineer with an 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 of team members:

- 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 have a considerable experience and knowledge in Boreal and Saxaul forests;
- Proven experience in facilitation of community activities;
- Experiences working 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 correspondences.
- 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 the 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		10
Team leader or principal investigator (Note: Team 1 and Team 2 must have separate team leader if 1 bidder applies for both region) <ul style="list-style-type: none"> Forest engineer with managerial and team leading experience (At least 5 years of experience) 		10
Team 1- Khangai region		30
Forest engineer (At least 5 years of experience in closely related field); <ul style="list-style-type: none"> Proven experience and strong knowledge on forest management in Boreal forest; Experience and knowledge in rangeland, protected area, biodiversity and payment for ecosystem service will have an advantage. 		10
Economist (Experience in non-timber product marketing/business plan development)		10
GIS expert <ul style="list-style-type: none"> Remote sensing and/or GIS specialist with experience in forestry field 		10
Team -2 Gobi Region		30
Forest engineer <ul style="list-style-type: none"> Proven experience and strong knowledge on forest management in Saxual forest; Experience and knowledge in rangeland, protected area, biodiversity and payment for ecosystem service will have an advantage. 		10
Economist (Experience in non-timber product marketing/business plan development)		10
GIS expert <ul style="list-style-type: none"> Remote sensing and/or GIS specialist with 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	70	130

Annex 2 of ToR

Criteria	Team 1. Khangai region (6 soums)	Team 2. Gobi region (5 soums)
Team leader or principal investigator	60	60
Forest engineer having experience and knowledge in rangeland, protected area, biodiversity and payment for ecosystem service will have advantage (can be 2 experts)	80	80
Economist (Business plan)	50	50
GIS expert (can be 2 experts)	80	80

*Minimum working days