



REQUEST FOR QUOTATION (RFQ) (Service)

TO ALL POTENTIAL VENDORS	DATE: April 7, 2020
	REFERENCE: RFQ/2020/002-WFP

Dear Sir / Madam:

We kindly request you to submit your quotation for the proposal of providing service on conducting a User Satisfaction Survey (USS) which will aim to provide initial quantitative evidence on the use and satisfaction of herders and other primary users of the SMS service for accessing hay price information as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before 11am, April 15, 2020 and via to the address below:

United Nations Development Programme
bids.mn@undp.org

Quotations submitted by email must be limited to a maximum of 10MB, virus-free and no more than 5 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned service:

Context of the Requirement	<p>Project: Platform for Real – Time information and Situation Monitoring (PRISM) - WFP</p> <p>Background: Mercy Corps and the National Emergency Management Agency (NEMA) currently implement the project '<i>Leveraging Tradition and Science in Disaster Risk Reduction in Mongolia</i>', in collaboration with the National Agency for Meteorology and Environmental Monitoring (NAMEM), the Communications Information and Technology Authority (CITA), and the four largest Mobile Network Operators (MNOs) in Mongolia: Unitel, MobiCom, Skytel, and G-Mobile.</p> <p>The project provides herders in Mongolia with real-time weather forecast information through SMS on-demand technology, thus allowing them to make informed decisions about livestock movement, seasonal migration and other preparedness measures against harsh winter conditions. Since 2018, the service has been expanded countrywide, connecting all aimags, soums and baghs with on demand weather forecasts.</p> <p>The success and popularity of the SMS based system have prompted Mercy Corps, in partnership with NEMA, the National Statistics Office (NSO) and the UN World Food Programme (WFP), to explore additional ways to leverage SMS technology in supporting vulnerable herder households in their preparedness efforts against adverse weather conditions, in particular <i>dzud</i>.</p> <p>In January 2019, and by using the existing SMS on-demand system infrastructure, a pilot activity was launched to expand the type and amount of information disseminated to herders. Given herder's increasing reliance on hay and fodder purchases and markets for their animals to survive during winter months, the emphasis of the pilot is to increase their access to the latest price information of hay and wheat bran. The pilot therefore aims to tests the dissemination of price for hay and wheat bran data through on-demand SMS, collected by the NSO on a weekly and monthly basis, in selected aimags and soums during the late winter and spring months of 2019/20.</p> <p>Overall, the pilot activity aims to establish a solid proof of concept for expanding the SMS system to disseminate market prices in Mongolia. This includes four interrelated objectives:</p> <ol style="list-style-type: none"> 1. Assessment of data and system reliability for market price information dissemination; 2. Assessment of use, popularity and satisfaction with the SMS system for market prices among herders; 3. Identification of potential risks for system users; 4. Identification of sensitization and communication needs for potential system adaptation and scale-up through Mongolia. <p>This Terms of Reference addresses the second objective of the pilot activity and forms part of the overall pilot review phase, planned for May 2020.</p>
Implementing Partner of UNDP	World Food Programme
Brief Description of the Required Services ¹	WFP seeks expressions of interest by computer assisted telephone interviewing (CATI) service providers in Mongolia, based on the SoW, timeline and survey script outlined in this ToR.
Scope of work	It outlines the Scope of Work (SoW), timeline and survey script for conducting a User Satisfaction Survey (USS) which will aim to provide initial quantitative evidence on the use and satisfaction of herders and other primary users of the SMS service for accessing hay price information. The survey will be conducted remotely by a contracted service provider through a computer assisted telephone interviewing (CATI) approach, at the end of the pilot implementation phase in April 2020.

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.

Person to Supervise the Work/Performance of the Service Provider	Programme Coordinator of World Food Program (Regional PRISM Support team in the WFP Regional Bureau in Bangkok)
Frequency of Reporting	The consultant team should report the progress of the deliverables as specified in the contract.
Progress Reporting Requirements	Required
Expected duration of work	5 days
Service Delivery Schedule	<input checked="" type="checkbox"/> Required
Preferred Currency of Quotation ²	<input checked="" type="checkbox"/> Local Currency: MNT
Value Added Tax on Price Quotation ³	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes
Deadline for the Submission of Quotation	COB, 11:00am, <i>Wednesday, April 15, 2020</i> and GMT+08, Ulaanbaatar time
All documentations, and submissions shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted ⁴	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Latest Business Registration Certificate; <input checked="" type="checkbox"/> Latest Internal Revenue Certificate/Tax Clearance; <input checked="" type="checkbox"/> Company profile – describing the nature of business, field of expertise, licenses, certifications, accreditations etc; <input checked="" type="checkbox"/> Track record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references (proof of successful completion of 3 similar assignments in last 2 years) <input checked="" type="checkbox"/> Proposed methodology for the completion of services - 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 <input checked="" type="checkbox"/> Qualifications of Key personnel - CVs <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 120 days

² Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

³ This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

⁴ First 2 items in this list are mandatory for the supply of imported goods

	In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms ⁵	<input checked="" type="checkbox"/> 100% upon complete delivery of service
Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ⁶ Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <i>[this is a mandatory criteria and cannot be deleted regardless of the nature of services required]</i>
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Contract Face Sheet (Goods and-or Services) UNDP
Contract General Terms and Conditions	<input checked="" type="checkbox"/> General Terms and Conditions for de minimis contracts Applicable Terms and Conditions are available at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 15 days
Conditions for Release of Payment	Complete Installation <input checked="" type="checkbox"/> Written Acceptance of services based on full compliance with RFQ requirements
Annexes to this RFQ ⁷	<input checked="" type="checkbox"/> Scope of works of the Services Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions: http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html <input checked="" type="checkbox"/> Terms of Reference Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.

⁵ UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

⁶ UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

⁷ Where the information is available in the web, a URL for the information may simply be provided.

Contact Person for Inquiries (Written inquiries only) ⁸	<i>Procurement Associate</i> bids.mn@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
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Service offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, 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 quotation. 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 Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP indicated above - <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html>.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that 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 Vendor to avoid and prevent 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, specifications, cost estimates, and other information used in this RFQ.

⁸ 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.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers 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 quotation.

Sincerely yours,

A square blue stamp containing a handwritten signature in dark ink. The signature appears to read "Nashida Sattar".

Nashida Sattar
Deputy Resident Representative

7 April 2020

ANNEX 1

TERMS OF REFERENCE

I. Background

Mercy Corps and the National Emergency Management Agency (NEMA) currently implement the project '*Leveraging Tradition and Science in Disaster Risk Reduction in Mongolia*', in collaboration with the National Agency for Meteorology and Environmental Monitoring (NAMEM), the Communications Information and Technology Authority (CITA), and the four largest Mobile Network Operators (MNOs) in Mongolia: Unitel, MobiCom, Skytel, and G-Mobile.

The project provides herders in Mongolia with real-time weather forecast information through SMS on-demand technology, thus allowing them to make informed decisions about livestock movement, seasonal migration and other preparedness measures against harsh winter conditions. Since 2018, the service has been expanded countrywide, connecting all aimags, soums and baghs with on demand weather forecasts.

The success and popularity of the SMS based system have prompted Mercy Corps, in partnership with NEMA, the National Statistics Office (NSO) and the UN World Food Programme (WFP), to explore additional ways to leverage SMS technology in supporting vulnerable herder households in their preparedness efforts against adverse weather conditions, in particular *dzud*.

In January 2019, and by using the existing SMS on-demand system infrastructure, a pilot activity was launched to expand the type and amount of information disseminated to herders. Given herder's increasing reliance on hay and fodder purchases and markets for their animals to survive during winter months, the emphasis of the pilot is to increase their access to the latest **price information of hay and wheat bran**. The pilot therefore aims to test the dissemination of price for hay and wheat bran data through on-demand SMS, collected by the NSO on a weekly and monthly basis, in selected aimags and soums during the late winter and spring months of 2019/20.

Overall, the pilot activity aims to establish a solid proof of concept for expanding the SMS system to disseminate market prices in Mongolia. This includes four interrelated objectives:

5. Assessment of data and system reliability for market price information dissemination;
6. Assessment of use, popularity and satisfaction with the SMS system for market prices among herders;
7. Identification of potential risks for system users;
8. Identification of sensitization and communication needs for potential system adaptation and scale-up throughout Mongolia.

This **Terms of Reference** addresses the second objective of the pilot activity and forms part of the overall pilot review phase, planned for May 2020.

It outlines the Scope of Work (SoW), timeline and survey script for conducting a **User Satisfaction Survey (USS)** which will aim to provide initial quantitative evidence on the use and satisfaction of herders and other primary users of the SMS service for accessing hay price information. The survey will be conducted remotely by a contracted service provider through a computer assisted telephone interviewing (CATI) approach, at the end of the pilot implementation phase in April 2020.

Herewith, WFP seeks **expressions of interest** by CATI service providers in Mongolia, based on the SoW, timeline and survey script outlined in this ToR. The deadline for submissions of expressions of interest, including service specifications and cost estimates, is **15 April 2020**.

The submission requirements and contracting terms and conditions are subject to UNDP's procurement rules and procedures, which are outlined separately in the request for quotations.

II. Scope of Work (SoW)

This scope of work specifies terms and requirements for conducting a remote USS as part of a review of the SMS expansion pilot activity using a computer assisted telephone interviewing (CATI) approach.

The objective of the survey is to assess, through quantitative evidence, the use and satisfaction among herders and other system users of the SMS on-demand service for hay and wheat bran prices, which was piloted in selected areas of Mongolia in the period of March 2019 - April 2020.

The following summary of requirements are presented:

1. Survey timeline

Data for the USS is planned to be collected in **one survey round**, estimated to take a total of **5 days**, in the period of **27 April – 1 May, 2020**.

2. Geographic scope

The survey will cover herder households and other primary **system users** located in the following fifteen pilot soums:

Aimag	Soum
Arkhangai	Erdenemandal, Xangai, Xashaat, Cenxer, Chuluut,
Bayankhongor	Baacagaan, Bayan-O'ndor, Bayancagaan, Zhargalant, O'lziit
Bayan Ulgii	Bulgan, Nogoonnuur, Sagsai, Tolbo, Tsengel
Khovd	Bulgan, Buyant, Darvi, Duut, Chandmani
Uvs	Baruunturuun, Malchin, Naranbulag, Tarialan, Tes
Uvurkhangai	Harhorin, O'lziit, To'grog, Uyanga, Xujirt

3. Volume and sample frame

Herders, hay traders and other primary system users who have sent at least **one request** for hay price information through the system during the pilot period (March 2019 – March 2020) make up the survey sample frame.

A total of **500 system users** will be randomly selected from within the sample frame and contacted by the service provider for interviewing. Interviews will be conducted using numbers provided by Mercy Corps in a defined list. The service provider needs to ensure that each number that has been used for the survey is automatically **retired from the list**, based on agreed response options (see Annex).

4. Survey script

The call operators will follow the survey script provided by WFP in Mongolian (see Section IV of ToR). A version in English will be available for reference and training purposes.

The survey consists of four main modules: (i) a demographic/geographic section, (ii) livelihoods section, (iii) SMS service use section and (iv) SMS Service satisfaction and recommendations section

5. Administration of calls & reporting statistics

Call sensitization: The service provider will send to each randomly selected respondent a brief notification via **push-SMS** informing him/her about the upcoming survey and the period in which it will take place.

Call operators: The service provider will assign a **fixed team of male and female operators** to the survey. One operator should be also fluent in **Kazakh language**.

Respondents' phone number list should be randomized among call operators to avoid operator bias. Each call operator should be able to conduct 20 interviews per day, for an average daily total call time of 300 minutes.

Call duration: Each call is expected to last **10-15 minutes** on average, based on previous experience.

Language: The survey will be conducted in the **Mongolian** language, and where applicable in the Kazakh language. Data entry in the online tool will be primarily in English, and where necessary in Mongolian.

Response Rate Reporting Statistics:

The CATI service provider will monitor survey progress and report call statistics. A **call log** will be generated and shared with WFP, containing:

- Observation Date – Calendar of call
- Call Duration - How long the survey took to complete (mm:ss).
- Interviewer Number - Numeric identifier of call operator
- Interview Number - Sequential number of the interview
- Response Codes (A list of Response Codes are in Annex I)
- Number of contact attempts
- User ID (anonymous respondent ID) – Service Provider will use the international mobile subscriber identity (IMSI), **not** the mobile phone numbers of respondents, in order to comply with WFP data protection and privacy provisions.
- Survey opt-in rate
- Completion rate per survey section
- Drop-off rate per survey question

Airtime credit incentive: Service Provider will upload airtime credit of **3,000 Tugrik** (slightly above \$1) to each respondent successfully completing a survey call in full. This is an important incentive to ensure that people respond to the survey. Experience shows from previous surveys that without this incentive, response rate may be too low.

The airtime credit should be uploaded to respondents' mobile phones **within 24 hours** after the completion of the survey.

6. Training and supervision for data collection and quality

A WFP staff member will train the call operators from the CATI service provider on the survey script and supervise the test calls prior to the data collection period. The training and test calls will be conducted on **23-24 April 2019**, with each call operator performing at least **five test calls**. Test calls will be free of charge and the collected data will not form part of the final submitted data set.

The Service Provider will be responsible to monitor survey progress during the period of data collection. One dedicated staff will be assigned by the Service Provider to conduct daily survey

progress monitoring, and generate three **progress output tables**:

- (i) survey targets (the number of completed surveys against the set target);
- (ii) number of completed surveys by each call operator;
- (iii) duplicates (phone numbers surveyed more than once using the IMSI)

7. Data management and privacy

- The CATI service provider will contact survey respondents' mobile phones through its call centre and **informed consent** will be obtained from the respondents prior to the commencement of data collection, as per survey script.
- Data entry will be managed in real-time by the CATI service provider's call operators into a **digital data entry platform** which limits entry to only those enumerators making calls at a given time and includes appropriate categories (i.e. drop-down menus of districts/provinces), logical skips and constraints.
- An online **data entry mask** will be made available by WFP using the KoBo platform. The service provider should specify in the expression of interest if the KoBo platform is already in use by the service provider, and if not, if API access to the KoBo tool has already been established.
- The service provider will ensure that each survey respondent is automatically assigned an **anonymous ID** (which is not their phone number).
- The service provider, in collaboration with WFP and Mercy Corps, will make sure that the data collected remains **confidential** and does not include any personally identifiable information (names and phone numbers). Phone numbers are not to be shared with any entity outside of WFP or Mercy Corps for any reason (including commercial or development purposes).
- The database containing the collected survey data needs to be **password-protected**.
- The service provider may keep **copies of the collected data** during the duration of the contract for the sole purpose of improving data collection.
- Upon termination of the contract, all data collected for WFP and Mercy Corps and which is in possession of the service provider will be **deleted**.

8. Data transmission and reporting:

- Upon completion of data collection, the service provider will submit to WFP the following **data sets**:
 - Progress output tables (see point 6) **after each day of data collection**
 - Call log with response rate statistics (see point 5) by **4th May, 2019**.
- All files need to be submitted in **CSV format**.
- WFP will conduct all final data cleaning, analysis and reporting.

9. Debriefing

The service provider will conduct a joint debriefing session with WFP and Mercy Corps, including with call operators, to discuss best practices and lessons learned from the survey preparation, the data collection process, response and data quality, contracting etc. The half-day debriefing session is planned for **5th May 2020**.

III. Timeline

[illegible]

IV. Survey script (DRAFT)

Survey script Information

Call operator ID	
Respondent ID	
Site ID (mobile tower) OR Latitude/Longitude coordinates of each phone interview	
Contact date and time	(dd-mm-yy) (hh:mm)
Appointment date and time	(dd-mm-yy) (hh:mm)
Call date /Date of survey	(dd-mm-yy)
Call duration	(mm:ss)
Response	(see Annex I for list of survey response codes)
Interview number	
Number of contact attempts	

Introduction:

[Call Operator]: Hello, my name is **[Call Operator Name]** and I am calling on behalf of the National Emergency Management Agency (NEMA). We are conducting a survey to learn about your satisfaction with the SMS service for hay prices, which was recently introduced.

As a user of the SMS service, your number has been randomly selected for this survey. I would like to interview you, or if possible, the person who mostly used the SMS service in your household. If you agree to participate, the information you and your family provide will be used to better understand your use and satisfaction with the SMS service and help us improve the service in the future to benefit herders and other users of the system in Mongolia.

Your participation in this survey is voluntary, and all your answers and personal information will remain confidential. You also have the right to refuse to answer any specific question. The survey will take a maximum of 10 minutes of your time. If you complete the survey, you will receive phone credit of **3,000 Tugrik** on your phone.

[Call Operator]: Are you interested in participating in this survey, now or another time?

O YES, now → **SKIP TO QUESTION 0.1**

O YES, to call back later → When can I call you at another time? [Record when to call back – day [date] / time [hour categories]]

O NO, not willing to answer → **END SURVEY (RECORD OPTION)**

O NO, phone shut down

Question 0.1: Age_Respondent

[Call Operator]: What is your age? [Record # of years]

- If **Age_Respondent** is less than **16** → Ask to speak to another HH member older than **16** and take note of his / her age instead
- If no HH member age **16+** is available, END survey

[Call Operator]: Thank you for agreeing to participate in this survey. I would first like to ask you about some basic information about your household.

Section 1: Demographic and Geographic section

Question 1.0: Age respondent (if other HH member)

[Call Operator]: What is the respondent's age? [Record # of years]

Question 1.1: Sex_respondent

[Call Operator]: Is the survey respondent a man or a woman?

1=Man 2=Woman

Note to Call Operator: First, try to confirm respondent's sex without asking. If not possible, ask the question directly.

Question 1.2: Respondent_role

[Call Operator]: Is the survey respondent also the head of this household?

1=Yes -> **SKIP TO QUESTION 1.5** 0=No

Question 1.3: Sex_HoH

[**Call Operator**]: Is the head of your household a man or a woman?

1=Man 2=Woman

Question 1.4: Age_HoH

[**Call Operator**]: What is the age of the head of household? [Record # of years]

Question 1.5: Household_size

[**Call Operator**]: How many people are part of your household - meaning sharing basic resources, living and eating together? |_|_| [Record: # of household members] [constraint]

Question 1.6: ADM1_province

[**Enumerator**]: In which Province [aimag] and District [soum] was your recent winter camp? |.....|

[Record: Name of Province]

Note: Programme here drop-down list of aimags in Mongolia

|.....| [Record: Name of District]

Note: Programme here drop-down list of soums, based on above aimag selection

[**Call Operator**]: Thank you for completing the first section. I would now like to ask you some questions regarding your livelihood.

Section 2: Livelihoods

Question 2.1: Livestock_ownership

[**Call Operator**]: Does your household currently own any livestock?

0=No -> **SKIP TO QUESTION 2.2** 1=Yes

Question 2.1.1: Livestock_ownership_number

[**Call Operator**]: How many animals does your household currently own? |_|_|_|_| [Record: # of animals]

Note to call operator: If the respondent is reluctant or unwilling to provide that information, clarify that the information will be treated anonymously and is used for statistical purpose only, but do not force him/her to provide it against own will. If answer cannot be obtained, please enter "9999".

Question 2.2: Main_livelihood

[**Call Operator**]: What is your household's main source of income? What source of income comes second and what comes third after that? [Record in order of priority 1=Most important 2=Second most important 3=Third most important].

Note to call operator: Let the respondent answer first. If reply is too general or unclear, try to specify further by mentioning any of the below choices and/or examples in brackets.

☐ Livestock sales (live animals)

☐ Livestock product sales (meat, milk, wool, cashmere, skins, hides, etc.)

☐ Crop product sales (food crops, hay and fodder, etc.)

☐ Casual labour

☐ Government/public servant

☐ Loans

☐ Social support (pension, child money, food stamp etc.)

☐ Other |.....| [Record response specified by respondent]

Question 2.3: Price_sources

[**Call Operator**]: Before you started using this SMS service, what were your three main sources of information for hay prices? [Record in order of priority 1=Most important 2=Second most important 3=Third most important]

☐ Relatives/friends

☐ Hay traders (changers)

☐ Local television

☐ Local radio

☐ Local newspapers

☐ At a public space in the soum center (market, government office, banks, gas stations, grocery stores etc.)

☐ At a public space in the aimag center (market, government office, banks, gas stations, grocery stores etc.)

☐ Bagh meeting

☐ Soum Khural meeting

☐ Pasture User Group meeting

☐ Herder cooperative meeting

☐ Animal census

☐ Cultural event

☐ Social media (e.g. Facebook)

☐ Internet website

☐ Other source |.....| [Record response specified by respondent]

[**Call Operator**]: Thank you. We will turn now to the last two sections about your use and satisfaction with the SMS service for hay prices.

Section 3: SMS service use

Question 3.1: SMS_user_main

[**Call Operator**]: Who is the main user of the SMS service for hay prices in the household? (Meaning, who is the main responsible for submitting and receiving SMS hay price requests?)

1=Respondent -> **SKIP TO QUESTION 3.5** 2=Another person

Question 3.2: SMS_user_HoH

[**Call Operator**]: Is the head of household the main user of the SMS Service for hay price requests?

1=Yes -> **SKIP TO QUESTION 3.5** 0=No

Question 3.3: SMS_user_sex

[**Call Operator**]: In your household, is the main user of the SMS system for hay price requests a man or a woman? 1=Man 2=Woman

Question 3.4: Age_HoH

[**Call Operator**]: What is the age of that person? |_|_|_| [Record # of years]

Question 3.5: SMS_phone_numbers

[**Call Operator**]: How many different (unique) phone numbers are used in your household to send hay price requests through the SMS service? |_| [Record # of phone numbers]

Question 3.6: SMS_requests_response

[**Call Operator**]: Have you received after each hay price request an SMS response with hay price information?

1=Yes -> **SKIP TO QUESTION 3.7** 0=No, not always

Question 3.6.1: SMS_requests_response

[**Call Operator**]: If not, what information did you think was missing sometimes? [Record each one that applies]

☐ I have not received any SMS reply at all

☐ I have received an SMS reply but without any market prices

☐ I have received an SMS reply, but market prices were not from the requested week or month

☐ I have received an SMS reply, but prices were for a different soum or aimag

☐ Other information was missing, for example |.....| [Record response specified by respondent]

Question 3.7: SMS_request_network

[**Call Operator**]: From where did you send the last SMS requests for hay price information? [Record only one response]

☐ Inside my home/camp

☐ Outside my home/camp, in areas with good network reception

☐ Other people send SMS requests on my behalf

☐ Other means, for example |.....| [Record response specified by respondent]

Question 3.8: SMS_request_burden

[**Call Operator**]: Does sending SMS requests for hay price information create any burden for you?

0=No -> **SKIP TO QUESTION 3.9** 1=Yes

Question 3.8.1: SMS_request_burdenspecify

[**Call Operator**]: How does sending SMS requests for hay price information create a burden for you? [Record each one that applies]

☐ Sending SMS requests costs money

☐ I need to travel/walk a large distance to reach areas with good network reception

☐ I need to rely on other people to use the SMS service

☐ Other people rely on me to use the SMS service

☐ Remembering codes is difficult

☐ I experience problems with hay traders when negotiating a price for hay

☐ I have not received the prices in the market that I expected from the SMS service

☐ Other reasons, for example |.....| [Record response specified by respondent]

Question 3.9: SMS_sensitization

[**Call Operator**]: Where did you first hear about using the SMS system for hay price requests? [Record only one response]

☐ Relatives/friends

☐ Hay traders (changers)

☐ Local television

☐ Local radio

☐ Local newspapers

☐ At a public space in the soum center (market, government office, banks, gas stations, grocery stores etc.)

☐ At a public space in the aimag center (market, government office, banks, gas stations, grocery stores etc.)

☐ Bagh meeting

☐ Soum Khural meeting

- ☐ Pasture User Group meeting
- ☐ Herder cooperative meeting
- ☐ Annual herder forum
- ☐ Animal census
- ☐ Cultural event
- ☐ Social media (e.g. Facebook)
- ☐ Internet website
- ☐ Other source, for example |.....| [Record response specified by respondent]

Question 3.12: SMS_learning

[**Call Operator**]: Who first explained to you how to use the SMS system for hay price requests? [Record only one response]

- ☐ Herder
- ☐ Bagh governor
- ☐ Soum veterinarian
- ☐ Soum treasury officer
- ☐ Soum agriculture officer
- ☐ Soum governor officer
- ☐ LEMA officer
- ☐ NSO officer
- ☐ Mercy Corps officer
- ☐ Other person, for example |.....| [Record response specified by respondent]
- ☐ No one - I saw the brochure somewhere and tried it myself

Question 3.13: SMS_testing_credit

[**Call Operator**]: Have you received any free phone credit to test the hay price SMS service?

1=Yes -> **SKIP TO QUESTION 3.15** 0=No

Question 3.14: SMS_testing_cost

[**Call Operator**]: Who paid for the cost of SMS requests when you first tested the service? [Record only one response]

- ☐ I paid - the cost was deducted entirely from my own phone credit
- ☐ The person who explained the service to me paid from his/her own phone credit
- ☐ We both paid

Question 3.15: SMS_explaining

[**Call Operator**]: Have you explained to other herders how to use the SMS system for hay price requests?

1=Yes 0=No

Question 3.16: SMS_brochure

[**Call Operator**]: Have you received your own brochure with SMS codes for hay price information?

1=Yes -> **SKIP TO QUESTION 3.17** 0=No

Question 3.16.1: SMS_brochure_source

[**Call Operator**]: How do you know which codes to use for SMS hay price requests? [Record only one response]

- ☐ I wrote the codes down and use my own notes

- ☐ I took a photo of the brochure
- ☐ I saw the brochure somewhere and remember the codes I need
- ☐ Every time I want to use the SMS service, I ask another person about the codes I need
- ☐ Other reason, for example |.....| [Record response specified by respondent]

Question 3.17: SMS_send_reason

[**Call Operator**]: Until now, what did you use the SMS service for? Why did you send SMS requests? [Record each one that applies]

- ☐ For testing if the SMS system works
- ☐ For comparing hay prices between different soums and aimags
- ☐ For buying hay

Question 3.18: SMS_hotline_awareness

[**Call Operator**]: Do you know that there is a complaints and feedback hotline where you can ask questions or raise concerns regarding the SMS service for hay prices?

0=No -> **SKIP TO QUESTION 4.1** 1=Yes

Question 3.18.1: SMS_hotline_use

[**Call Operator**]: Have you already used the complaints and feedback hotline? [Record only one response]

0=No

1=Yes, I contacted the hotline, but the connection could not be established

2=Yes, I contacted the hotline, but no one responded

3=Yes, I contacted the hotline and was able to ask a question and raise a concern

[**Call Operator**]: Thank you. We will now turn to the last section of this survey. I will ask you a few questions about your satisfaction with the SMS service for hay prices and if you have any suggestions to help us improve the service.

Please give us a grade between 1-5, with one (1) being least satisfied and five (5) being most satisfied. Can we begin?

Section 4: SMS service satisfaction and suggestions

Question 4.1: Satisfaction_information

[**Call Operator**]: How satisfied are you with receiving price information of a 20kg bale of hay through the SMS service? [Record only one response]

- ☐ Very satisfied
- ☐ Satisfied
- ☐ Neither satisfied nor dissatisfied
- ☐ Dissatisfied
- ☐ Very dissatisfied

Question 4.2: Satisfaction_information_period1

[**Call Operator**]: How satisfied are you with the period at which price information is available at aimag level (i.e. weekly)? [Record only one response]

- ☐ Very satisfied

- ☐ Satisfied
- ☐ Neither satisfied nor dissatisfied
- ☐ Dissatisfied
- ☐ Very dissatisfied

Question 4.3: Satisfaction_information_period2

[Call Operator]: How satisfied are you with the period at which price information is available at soum level (i.e. monthly)? [Record only one response]

- ☐ Very satisfied
- ☐ Satisfied
- ☐ Neither satisfied nor dissatisfied
- ☐ Dissatisfied
- ☐ Very dissatisfied

Question 4.4: Satisfaction_information_charges

[Call Operator]: How satisfied are you with paying 50 Tugrik per SMS for receiving the price information? [Record only one response]

- ☐ Very satisfied
- ☐ Satisfied
- ☐ Neither satisfied nor dissatisfied
- ☐ Dissatisfied
- ☐ Very dissatisfied

Question 4.5: Satisfaction_network

[Call Operator]: How satisfied are you with the mobile network reception in the location of your winter camp? [Record only one response]

- ☐ Very satisfied
- ☐ Satisfied
- ☐ Neither satisfied nor dissatisfied
- ☐ Dissatisfied
- ☐ Very dissatisfied

Question 4.6: Satisfaction_explanations

[Call Operator]: How satisfied are you with how the SMS service was first explained to you? [Record only one response]

- ☐ Very satisfied
- ☐ Satisfied
- ☐ Neither satisfied nor dissatisfied
- ☐ Dissatisfied
- ☐ Very dissatisfied

Question 4.7: Satisfaction_explanations

[Call Operator]: How satisfied are you with the brochure containing the SMS codes? [Record only one response]

- ☐ Very satisfied
- ☐ Satisfied
- ☐ Neither satisfied nor dissatisfied
- ☐ Dissatisfied
- ☐ Very dissatisfied

Note: Question to appear only if answer to Q3.16 = 1 (i.e. YES)

Question 4.8: Satisfaction hotline

[Call Operator]: How satisfied are you with the complaints and feedback hotline for the SMS service on hay prices? [Record only one response]

- ☐ Very satisfied
- ☐ Satisfied
- ☐ Neither satisfied nor dissatisfied
- ☐ Dissatisfied
- ☐ Very dissatisfied

Note: Question to appear only if answer to Q3.17.1 = 1,2 or 3

Question 4.9: Suggestions

[Call Operator]: Do you have any suggestions on how to further improve the SMS service for hay prices? [Record each one that applies, but do not probe the respondent]

On other type of price information

- ☐ Include price and/or volume information of hay from soum reserves
- ☐ Include price information on other types of hay/fodder (loose hay/other bale sizes/wheat bran etc.)
- ☐ Include price information on livestock (live animals)
- ☐ Include price information on animal products (meat, milk, wool, cashmere, skins, hides, etc.)
- ☐ Include price information on food crops and/or basic food items (cereals, potatoes, vegetables, sugar etc.)
- ☐ Include other types of price information, for example |.....| [Record response specified by respondent]

On other types of information (not related to prices)

- ☐ Include information on the production source of hay
- ☐ Include information on government/public services
- ☐ Include contact information of hay and fodder traders/businesses

On dissemination frequency and data structure

- ☐ Increase frequency of hay price data disseminated at aimag level (i.e. more than weekly)
- ☐ Increase frequency of hay price data disseminated at soum level (i.e. more than monthly)
- ☐ Disseminate hay price information at a range from high to low (i.e. not only average prices)

On other aspects of the SMS system

- ☐ Reduce the cost of SMS charges for the hay price service (i.e. lower than 50 Tugrik per SMS request)
- ☐ Introduce an automated answering service for people who do not use mobile phones or cannot read
- ☐ Change the SMS script to Cyrillic because some herders cannot read Latin
- ☐ Explain the use of the SMS codes through mass messaging

Open ended suggestions

- ☐ Other suggestions, for example |.....| [Record response specified by respondent]

Question 4.10: Impact

[**Call Operator**]: This is our last question for today: Have you/your household in any way benefited from the introduction of the SMS service?

0=No, I did not notice any difference compared to before -> **SKIP TO SECTION 5**

1= I don't know / can't say at this time. The service was just introduced. -> **SKIP TO SECTION 5**

2=Yes, I/we have benefited from it

Question 4.11: Impact example

[**Call Operator**]: How have you benefited from the SMS service for hay prices? Can you briefly explain? [Record each one that applies, and do not probe the respondent]

Perception

☐ I feel in a better position to compare prices from different markets

☐ I feel less dependent on other people to find out hay prices

☐ I feel in a better position to negotiate prices with the hay traders/producers

☐ I feel in a better position to travel where prices are better

☐ I feel in a better position to organize with other herders and buy hay at better prices

☐ I feel better prepared for the winter

Action

☐ I was able to buy hay at better prices with the usual trader/at the usual market

☐ I was able to buy hay at better prices after traveling elsewhere

☐ I was able to organize with other herders and buy hay at better prices

☐ I was able to save money and/or time when buying hay

☐ Other benefits, for example |.....| [Record response specified by respondent]

Section 5: Conclusion

Question 5.1: Call back

[**Call Operator**]: May we call you back in case we do a follow up survey in the future?

0=No 1=Yes

[**Call Operator**]: Thank you very much for your time! This will help us greatly in understanding the information needs of your community and further improving the SMS services. As a thank-you, you will receive 3,000 Tugrik phone credit in the next 24 hours.

Section 6: Instructions for Call Operator

Question 6.1: Survey status

Please end the survey by ticking one of the boxes below:

☐ Survey completed ☐ Survey incomplete

Question 6.2: Respondent rating

Please rate, how easy was it for you to conduct the survey with this respondent?

☐ Very easy

☐ Easy

☐ Neither easy nor difficult

☐ Difficult

☐ Very Difficult

Question 7.3: Operator comment

Please share any comments you wish to make about this interview (e.g. quality of responses, quality of connection) |.....| [Optional]

Annex I of ToR: Response Codes* for Survey Script

Response Code	Code Definition
0	SMS system not used
1	No answer
2	Answer device
3	Busy
4	Information tone/ fax/ modem
5	Wrong telephone number
6	Make an appointment
7	Definite appointment
8	Refusal by respondent
9	Refusal by someone else
10	Refusal (no parental consent)
11	No company at this address
12	Inactive / terminated company
13	Business number
14	Outside target group
15	Already questioned
16	Successful
17	System error
18	Stratification maximum reached
19	ABORT (in questionnaire)
20	To be handled by special interviewer
21	Blocked by do not call list
22	Duplicate interview number
23	Abandoned call

*To be finalized with survey provider

ANNEX 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁹

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery¹⁰)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. _____:

TABLE 1: Offer to provide service compliant with scope of work and requirements

Item No.	Description/Specification of services	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
	Total Prices of Service¹¹				
	Add : Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

TABLE 2: Estimated Operating Costs (if applicable)

List of Consumable Item/s	Estimated Average Consumption	Unit of Measure	Unit Price	Total Price per Item

⁹ This serves as a guide to the Supplier in preparing the quotation and price schedule.

¹⁰ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

¹¹ Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

TABLE 3: Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Service Delivery Lead Time			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

[Name and Signature of the Supplier'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.

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.