

REQUEST FOR PROPOSALS

PARTNERSHIP FOR MARKET READINESS

RFP/UNDP/PMR/016/2017

**“Assessment of Market-Based Policy Options for Scaling Up Mitigation
Actions in Indonesia”**

Republic of Indonesia



United Nations Development Programme

August 2017

Section 1. Letter of Invitation

Jakarta, Indonesia
August 1, 2017

“Assessment of Market-Based Policy Options for Scaling Up Mitigation Actions in Indonesia”

Dear Mr./Ms.:

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 11 – Contract for Professional Services, including General Terms and Conditions

Your offer, comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 2.

You are kindly requested to submit an acknowledgment letter to UNDP to the following address:

United Nations Development Programme
Menara Thamrin Building, 8th floor, Jl. M.H. Thamrin, Kav.3, Jakarta – Indonesia
Or email to : bids.id@undp.org

The letter should be received by UNDP no later than **22 August 2017, 16.00 (GMT+7 hours)**. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in

the attached Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'John Benjamin', with a stylized flourish extending to the right.

John Benjamin,

Head of Procurement Unit

United Nations Development Programme

Section 2: Instruction to Proposers¹

Definitions

- a) *"Contract"* refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) *"Country"* refers to the country indicated in the Data Sheet.
- c) *"Data Sheet"* refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) *"Day"* refers to calendar day.
- e) *"Government"* refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) *"Instructions to Proposers"* (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) *"LOI"* (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) *"Material Deviation"* refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and : (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) *"Proposal"* refers to the Proposer's response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) *"Proposer"* refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) *"RFP"* refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) *"Services"* refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.

¹ Note: this Section 2 - Instructions to Proposers shall not be modified in any way. Any necessary changes to address specific country and project information, shall be introduced only through the Data Sheet..

- m) *"Supplemental Information to the RFP"* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- n) *"Terms of Reference"* (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencypdocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms

- of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
- 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

- 6. Similarly, the Proposers must disclose in their proposal their knowledge of the following :
 - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
 - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

- 7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
- 8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.

15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All proposers are therefore required to submit the following in their proposals :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's

preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following :

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor

- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and

conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

- 23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no. 20) and shall include the Proposer’s name and address, as well as a warning that state “*not to be opened before the time and date for proposal opening*” as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP’s deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals.

Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

29. Evaluation of Proposals

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

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Rating the Technical Proposal (TP):

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 1000

Rating the Financial Proposal (FP):

FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 1000

Total Combined Score:

$$\begin{array}{r} (\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) \\ + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%}) \\ \hline \text{Total Combined and Final Rating of the Proposal} \end{array}$$

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

31. Responsiveness of Proposal

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/for_details)

34. Award Criteria

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary 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.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that

the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

<http://www.undp.org/procurement/protest.shtml>

Instructions to Proposers

DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No. ²	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	"PARTNERSHIP FOR MARKET READINESS"
2		Title of Services/Work:	RFP/UNDP/PMR/016/2017 "Assessment of Market-Based Policy Options for Scaling Up Mitigation Actions in Indonesia"
3		Country / Region of Work Location:	Indonesia
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others (pls. specify) _____
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input type="checkbox"/> Allowed <i>[if yes, describe how, and ensure that requirements properly define the sub-parts]</i> <input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered <input type="checkbox"/> Shall be considered. A proposer may submit an alternative proposal, but only if it also submits a proposal that meets the base case. UNDP shall only consider the alternative proposals offered by the Proposer whose proposal for the base case was determined to be the proposal with the highest evaluated score.

² All DS number entries in the Data Sheet are cited as reference in the Instructions to Proposers. All DS nos. corresponding to a Data must not be modified. Only information on the 3rd column may be modified by the user. If the information does not apply, the 3rd column must state "N/A" but must not be deleted.

7	C.22	A pre-proposal conference will be held on:	<p>Time: 14.00 hours Jakarta time (GMT+7 hours) Date: Monday, 7th August 2017 Venue: Nias Meeting Room – UNDP Jakarta – Indonesia Address: UNDP Office, Menara Thamrin Building 7th floor, Jl. MH Thamrin Kav 3 Jakarta – Indonesia</p> <p>The UNDP focal point for the arrangement is: Yusef Millah and Teguh Santoso E-mail: yusef.millah@undp.org and teguh.santoso@undp.org</p>
8	C.21	Period of Proposal Validity commencing on the submission date	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security ³	NA
11	B.9.5 C.15.4 a)	Validity of Proposal Security	NA
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions : Percentage of contract price per day of delay : 0.33% for every delay of each deliverables mentioned in the TOR Max. no. of days of delay : 30 working calendar After which UNDP may terminate the contract.
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$) <input checked="" type="checkbox"/> Local Currency for company registered/have branches/representative in Indonesia <i>Reference date for determining UN Operational Exchange Rate : August 2017</i>

³ Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP. Unless stated otherwise, they shall be considered unacceptable to UNDP.

			<i>Reference date for determining UN Operational Exchange Rate : August 2017</i>
16	B.10.1	Deadline for submitting requests for clarifications/questions	3 (three) days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ⁴	Focal Person in UNDP: Teguh Budi Santoso (Procurement Unit) or Yusef Millah Address: Menara Thamrin Building, 8th floor, Jl. MH Thamrin, Kav. 3, Jakarta – Indonesia. E-mail address dedicated for this purpose: teguh.santoso@undp.org and yusef.millah@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email or fax, and Posting on the website http://www.id.undp.org/content/indonesia/en/home/operations/procurement.html and UNGM website
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	2 (two) copies if the document were submitted by hard copies
20	D.23.1 D.23.2 D.24	Proposal Submission Address	UNDP Indonesia, Menara Thamrin, 7th floor, Jl. MH. Thamrin Kav.3, Jakarta 10250, Indonesia
21	C.21 D.24	Deadline of Submission	Date and Time : 22 August 2017, 16.00 (GMT+7 hours)
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Bid ⁵
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission: <i>bids.id@undp.org</i> <input checked="" type="checkbox"/> Free from virus and corrupted files

⁴ 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 officially received.

⁵ If this will be allowed, security features (e.g., encryption, authentication, digital signatures, etc.) are strictly required and must be enforced to ensure confidentiality and integrity of contents.

			<input checked="" type="checkbox"/> Mandatory subject of email : RFP/UNDP/PMR/016/2017 <input type="checkbox"/> Virus Scanning Software to be Used prior to transmission <input checked="" type="checkbox"/> Digital Certification/Signature: YES <input checked="" type="checkbox"/> Time Zone to be Recognized: GMT + 7 hours <input type="checkbox"/> Other conditions: <i>[pls. specify]</i>
24	D.23.1	Date, time and venue for opening of Proposals	UNDP will open the Proposals in the presence of a Committee formed by UNDP Procurement Unit
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively <i>where minimum passing score of technical is 700 points.</i>
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Trade name registration papers, if applicable <input checked="" type="checkbox"/> Local Government permit to locate and operate in the current location of office or factory <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 3 (three) years. <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 3 (three) Biggest Contract in terms of Contract Value the past 10 (ten) years.
27		Other documents that may be Submitted to Establish Eligibility	N/A

28	C.15	Structure of the Technical Proposal (<i>only if different from the provision of Section 12</i>)	N/A
29	C.15.2	Latest Expected date for commencement of Contract	Late September 2017
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	40 weeks Target Commencement date : September 2017 Completion date : June 2018
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<p><u>Technical Proposal (70%)</u></p> <p><input checked="" type="checkbox"/> Expertise of the Firm (15%)</p> <p><input checked="" type="checkbox"/> Proposed Methodology, Approach and Implementation Plan (40%)</p> <p><input checked="" type="checkbox"/> Management Structure and Key Personnel (40%)</p> <p><input checked="" type="checkbox"/> Presentation (5%) will be applied to bidders who received minimum score of 650</p> <p><i>Note : Technically qualified is considered a proposal that comply to the collective commitment and experience (as stated in the TOR part K. Qualifications for the Organization/Company) and scores minimum 70% of the total technical points out of 1000.</i></p> <p><u>Financial Proposal (30%)</u></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP</p>
33	E.29.4	Post-Qualification Actions	<p><input checked="" type="checkbox"/> Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</p>
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> UNDP's receipt of Performance Security

35		Other Information Related to the RFP ⁶	<i>Existing literature or documents that will help to provide Service Providers with a better comprehension of the project situation and the work required</i>
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Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	15%	150
2.	Proposed Methodology, Approach and Implementation Plan	40%	400
3.	Management Structure and Key Personnel	40%	400
4.	Presentation	5%	50
Total			1000

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm/Organization		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	30
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> - Financial stability - loose consortium, holding company or one firm - age/size of the firm - strength of project management support - project financing capacity - project management controls 	40
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.)	10
1.4	Quality assurance procedures, warranty	20
1.5	Relevance of: <ul style="list-style-type: none"> - Specialised Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region - Work for UNDP/ major multilateral/ or bilateral programmes 	50
		150

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the Proposer understand the task?	50

⁶ Where the information is available in the web, a URL for the information may simply be provided.

2.2	Is the scope of task well defined and does it correspond to the TOR?	100
2.3	Have the important aspects of the task been addressed in sufficient detail?	150
2.4	Is the conceptual framework adopted appropriate for the task?	60
2.5	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	40
		400

Technical Proposal Evaluation Form 3			Points Obtainable
Management Structure and Key Personnel			
3.1	Team Leader/Carbon Market Expert or Senior Specialist		140
	<i>Qualification:</i>	<i>Sub-Score:</i>	
	- Master degree or equivalent in engineering, economic, science, environment or other relevant fields;	10	
	- Relevant education and/or trainings in market-based climate change policy is an advantage;	10	
	- At least 10 years of international professional experience in climate change policy and carbon market development;	40	
	- Experience from managing teams with mix of international and local experts;	20	
	- Experience in providing climate change advisory to governments;	30	
	- Proven experience in managing international funded project related to the environment and energy;	10	
	- Fluency in English, knowledge of Bahasa Indonesia would be an advantage;	10	
	- Experience from working with Government of Indonesia would be an advantage.	10	
3.2	Policy Development Expert		100
	<i>Qualification:</i>	<i>Sub-Score:</i>	
	- Master degree in legal, social, economic or relevant fields;	10	
	- Minimum 10 years of professional experience in policy analysis and development in Indonesia, especially in economic, finance, and public procurement areas;	30	
	- Experience in providing policy advisory to Government of Indonesia;	20	
	- Good understanding of environment economic;	20	
	- Good understanding of climate finance would be an advantage;	10	
	- Fluency in both English and Bahasa Indonesia.	10	
3.3	GHG Modeling Senior Specialist		80
	<i>Qualification:</i>	<i>Sub-Score:</i>	

	- Master degree in industrial- or process-related engineering, environment or relevant fields;	10	
	- Minimum 5 years of professional experience in climate change related field, especially in estimation, calculation, monitoring and reporting of GHG emissions in power or industry sectors;	40	
	- Good understanding of GHG inventory process and knowledge of IPCC practice and guidelines;	20	
	- Fluency in English, knowledge of Indonesian would be an advantage.	10	
3.4	Economic Modeling Senior Specialist		80
	<i>Qualification:</i>	<i>Sub-Score:</i>	
	- Master degree in economics, engineering, environment or relevant fields;	10	
	- Minimum 5 years of professional experience in economic analysis and modelling in power or industry sectors;	25	
	- Good understanding of environmental economic principles;	15	
	- Good understanding of Indonesian economic structure, especially in power and industry;	20	
	- Fluency in English, knowledge of Indonesian would be an advantage.	10	
	Total Part 3		400

Technical Proposal Evaluation Form 4		Points Obtainable
Presentation		
4.1	The Presentation is clear, consistent with the proposed methodology and raised issues are elaborated appropriately	50
	Total Part 4	50

Term of Reference (TOR)
Assessment of Market-Based Policy Options for Scaling Up Mitigation Actions in Indonesia
(Outcome 4, Deliverable 1)

A. General Information

Title : Assessment of Market-Based Policy Options for Scaling Up Mitigation Actions in Indonesia

Report to : PMR Indonesia

Location : UNDP Indonesia Country Office, Menara Thamrin 8-9th Floor, Jl. MH Thamrin Kav. 3, Jakarta 10250

Expected place of travel : Greater Jakarta Area (Jabodetabek)

Duration of assignment : The expected duration of the assignment is 40 (forty) weeks calculated based on the contract starting date

PROVISION OF SUPPORT SERVICES:

Location : Yes ☐ No ☒

Equipment (laptop etc.) : Yes ☐ No ☒

Secretarial Services : Yes ☐ No ☒

Terminology of this TOR

The terms listed hereunder are used throughout this request for proposal (RFP) to mean the following:

Baseline	:	A level of emissions that serves as a reference level to set a goal/target and/or to measure progress.
Market-based instrument	:	Policy instruments that use markets, price, and other economic variables to provide incentives for polluters to reduce or eliminate negative environmental externalities. Often used interchangeably with market-based policy and approach.
Carbon pricing	:	A cost applied to carbon pollution to encourage polluters to reduce the amount of greenhouse gas they emit into the atmosphere.
GHG abatement cost curve	:	A curve which the y-axis of the graph represents the cost of each of GHG mitigation option, while the width of the x-axis represents the total GHG abatement potential for each option.
GHG emission profile	:	Summary of most representative GHG data.
Power sector	:	The sector that consists of electricity only and combined heat and power plants whose primary business is to sell electricity, or electricity and heat, to the public.
Industry sector	:	The sector that consists of energy-intensive production and manufacturing facilities category.
MBI Working Group	:	A working group established under PMR Indonesia that will host market-based instrument discussions and works. The working group coordinator is the Ministry of Environment and Forestry.

B. Background Information

Climate change is an important issue in Indonesia. The country consists of thousands of islands with low-lying coastal areas liable to floods as well as arid lands and a fragile mountainous ecosystem. The country's GHG emissions is large and continuing to increase rapidly not only because of a growing population, but also the increasing growth rate of the economy.

Indonesia continues to actively participate in international negotiations on formulating effective efforts in combating global GHG emissions. In 2016, Indonesia has published the first National Determined Contribution (NDC) and ratified the Paris Agreement under Law No.16 Year 2016, which has set unconditional reduction target of 29% and conditional reduction target up to 41 % of the business as usual (BAU) scenario by 2030. The BAU scenario is projected to be approximately 2.869 GtCO₂e in 2030.

One of the biggest challenge to achieve the emission reduction target is funding. Government budget alone will not be sufficient to ensure deliverance of the NDC target. Government needs to leverage the private and public participations to scale up the mitigation actions, which could be done by utilizing market-based instruments. An MBI will work by putting economic value on every unit of emission reduction, either directly as carbon pricing or indirectly as through a carbon crediting mechanism. The Paris Agreement recognizes this need by providing references to link global ambition target of GHG emission reduction to market-based approaches. In its NDC, Indonesia welcomes this concept of scaling-up national mitigation efforts by facilitating a market-based approach to incentive emission reduction within developing countries, or between developed and developing countries.

Partnership for Market Readiness project background

The Partnership for Market Readiness (PMR) is a platform designed to specifically help countries prepare for market-based policy choices and future implementation. As a PMR implementing country, Indonesia developed a Market Readiness Proposal (MRP), which was endorsed by the PMR's 7th Partnership Assembly meeting in Marrakech on October 22-23, 2013. For more information about PMR and Indonesia's proposal, visit <https://www.thepmr.org/country/indonesia-0>.

The World Bank, through the PMR project, provides funding for the implementation of the MRP, and the UNDP Indonesia Country Office has been appointed as the delivery agent responsible for project implementation. The Coordinating Ministry of Economic Affairs is the main government counterpart. Other key government stakeholders are the Ministry of Environment and Forestry (KLHK), the Ministry of Energy and Mineral Resources (ESDM), the Ministry of Industry (MOI), the Ministry of Finance, as well as the state-owned electricity state-owned enterprise, PLN and industry associations.

The project aims to support the government to determine an appropriate market-based instrument (MBI) to reduce GHG emissions. This will be achieved through the development of GHG emissions profiles and monitoring-reporting-verification (MRV) systems in power generation and energy-intensive industries; and the development and piloting of a framework for market-based instrument (MBI) in Indonesia.

Context of this TOR

Indonesia has several relevant policies and regulations which mandated actions of or leading to emissions reduction in national level or sectoral level, i.e. power & industry sector, including:

1. Law No. 32/2009 on Environment Protection,

2. Law No. 16/2016 on Ratification of Paris Agreement, the legal basis of Indonesia's nationally determined contribution (NDC) to combat climate change. In its submitted NDC to UNFCCC, Indonesia declared that it will unconditionally reduce its national GHG emissions to 29% below Business As Usual (BAU) level in 2030.
3. Government Regulation No. 70/2009 on energy conservation which require company which consume energy more than 6,000 TOE per year to conduct energy conservation by implementing energy management.
4. Government Regulation No. 79/2014 on National Energy Policy which set the target to increase new and renewable energy portion in the 2025 energy mix to minimum 23%, from currently around 12%. The regulation also calls to decrease energy intensity by 1% per year on average until 2025.
5. Presidential Regulation No. 61/2011 on National Action Plan to Reduce National GHG Emissions which describes projects and programmes that the GoI will do to achieve Indonesian commitment of emissions reduction in Copenhagen Accords (26% below BAU level in 2020).
6. Presidential Regulation No. 71/2011 on National GHG Inventory which sets out the governance of national GHG inventory and information system to track, among others, status of sectoral emissions and progress toward emission reduction target.

The existing policy framework shows that climate change is not the sole reason for Indonesia to reduce its GHG emissions but also energy security and health issues. The diminishing national energy resources, fluctuating price of imported energy and health impacts associated with fossil fuel burning are forcing Indonesia to use its energy resources wisely by optimizing energy efficiency and utilization of renewable energy.

The factors above further increase the importance of scaling-up mitigation actions in Indonesia. In that regards of scaling-up mitigation actions, market-based instrument (MBI) is an interesting policy option to look at since it is a policy tool that specifically designed to cost-effectively deliver real, additional and permanent emission reductions. To have it as an instrument that can work optimally, the MBI usually is accompanied by or linked to an emissions reduction policy. However, it is also possible to have an MBI as a stand-alone instrument but it would almost mean that the demand for the instrument is voluntary-based and therefore is usually very low.

The context of this TOR is that a better understanding of the MBI options, its implementation opportunity and estimation of impacts and risks is crucial if Indonesia would like to implement MBI for climate change mitigation. This study will be conducted to provide such understanding of MBI to the relevant stakeholders, especially stakeholders of energy sector.

The context of this TOR also set out in Indonesia's MRP, Chapter 4: Planning for Market-based Instrument, accessible from the PMR website as the above hyperlink.

UNDP, as the Delivery Agent, is seeking to engage organizations/companies to assist in the consolidation and improvement of information required for the successful implementation of PMR project in Indonesia. The scope of the assignment is the assessment of general market readiness; overview of available MBI options; and assessment of MBI scenarios in relation to its design, establishment and implementation, e.g. definition, requirements, impacts, organization, etc. The coverage of MBI scenarios in this assignment is emphasized in the power and industry sectors.

C. Objectives of Assignment

The overall objective of this assignment is to inform decision making process by providing support to the Government of Indonesia in elaboration of market-based policy options to scale up national climate change mitigation actions, especially in power and industry sector, by reviewing and assessing different market-based

instruments in terms of its practicability and impacts, particularly in its ability to support achieving Indonesia's NDC targets, both unconditional and conditional ones.

Among the expected outcomes of PMR Indonesia is Gol's ability to design and operate a market-based policy option to scale up mitigation actions in Indonesia. The results of this assignment will provide the basis for Market-Based Instrument (MBI) Working Group's further works to achieve this expected PMR Indonesia outcome.

D. Expected Outputs

The key output under this assignment is a comprehensive implementation assessment of different market-based policy options for Indonesia's context, with emphasized coverage of power and industry sectors.

The result of the work is intended for PMR Indonesia to be able to:

1. provide comprehensive information of market-based policy options to various stakeholders such as the Government of Indonesia, private sectors, NGOs, and academic institutions interested in the implementation of market-based policy options to scale up climate change mitigation;
2. outline plausible market-based policy options for Indonesia and its development and implementation scenarios;
3. reliably and in defendable manner, estimate and assess the socio-economic risks and impacts associated with the abovementioned market-based policy options; and
4. provide a reasonable implementation scenario of a selected market-based policy option that is deemed as most suitable for Indonesia in order to scale-up its mitigation actions and fulfill NDC commitment and accompany the scenario with road map of follow up actions.

E. Expected Approach and Ethical Guidelines

The consultant will be expected to observe full ethical guidelines and approach during the field work (specifically) and throughout the process (generally) which will be designed and agreed during the methodology design stage. It is important, however, to highlight the following fundamentals to UNDP's intervention practice which the Organization/Company is expected to keep in mind:

- Ensure that both the formal and informal socio-economic mechanisms are examined;
- Be aware of conflict and gender sensitivities and adopt the principles and practices of participatory dialogue for all consultations.
- Respect local cultures and values and ensures behaviors of research team do not violate norms and values;
- Ensure adequate safety to those conducting and attending the consultations and other activities of the process;
- Ensure objectivity and independence by conducting the consultation in an impartial manner;
- Work with local community based organizations to identify participants for the consultations; and
- Pay attention to vulnerable group throughout the process.

F. Risks and Assumptions

The multi stakeholder nature of market-based policy options and the fact that market-based instruments is not widely known in Indonesia could trigger low participation level of stakeholders. Ensuring the participation level, e.g. in providing data, involvement in discussions, etc., might face several challenges including rejection or resistance from the stakeholder, required data is not sufficient or not valid, data is considered as confidential matter, and longer administration process which may delay the project. Reorganization may also occur in the project period which may affect the commitment of the organizations/facilities.

The Consultant shall identify and describe the risks and strategies of countermeasures in their technical proposal.

G. Scope of Work and Deliverables

PMR programme in Indonesia seeks to provide a coordinated effort to develop stakeholders' understanding of market-based policy options and support Government of Indonesia to select a most-plausible MBI option for further elaboration and possible implementation before 2020. The works described in this ToR will lay the basis to achieve those objectives. To implement the works described in this ToR, the Consultant will work closely with the Market-Based Instrument Working Group and other working groups established by PMR Indonesia where its members are the key Indonesian stakeholders of market-based policy and instrument development.

Prior to kick-off the works to complete the assignment, the Consultant will deliver a project work plan as **Deliverable 1**, describing the detailed plan to implement the tasks required by this ToR. The work plan should be presented and discussed during a kick-off meeting that will be organized by the Consultant not more than one month after contract signing.

The specific tasks required to complete the assignment objectives are outlined in the sections below and the Consultant shall describe in detail in its proposal of how they will conduct the described tasks in order to deliver results that is sufficient for its intended use:

(1) Scoping of national/global carbon market condition

The Consultant will collect and present data and information regarding carbon market condition in Indonesia and global. Indonesian experiences in Clean Development Mechanism, voluntary carbon markets, Joint Crediting Mechanism and any other market-related experiences should be presented, including outcomes, expectations, and lessons learned. In Indonesia's context, in particular the NDC fulfillment, the Consultant will make an analysis about the currently operating mechanisms' sustainability under Paris Agreement, its impacts and way forwards considering the latest UNFCCC discussions of Article 6 - Paris Agreement and any other relevant issue in UNFCCC agenda.

The Consultant will present the compiled information, analysis, findings and recommendations of Task-1 as **Deliverable 3**.

(2) MBI implementation data collection and analysis

Market-based policy options and its instruments has been implemented in regional, national and sub-national levels. The Consultant will collect and present data and information regarding different types of market-based instruments implemented in other countries, covering the MBIs that its demand are developed by: (a) taxation system, (b) mandatory emissions reduction, (c) voluntary emission reduction, and (d) result-based climate finance. The Consultant should also cover instruments that are not delineated by GHG emissions but has co-benefit of GHG emissions reduction, e.g. green certificate.

The Consultant is encouraged to propose the list of MBIs to be analyzed based on their assessment that the experiences of those MBIs will provide the best feedback for PMR Indonesia. The minimum to be analyzed are eight MBIs that represents different types of MBIs based on its demand driver as mentioned above. The example of MBIs can be found in Annex 1.

The Consultant will present that information in comprehensive manner and contextualize them with Indonesian policy framework so that the result users or report readers can have general impression of the lessons learned, suitability and possibility if similar MBIs are to be immediately implemented in Indonesia. The output of Task-2 shall be presented as **Deliverable 4**.

(3) Policy mapping and gap analysis

A critical aspect in the development of a MBI is the understanding of the potential market, i.e. demand. The demand for carbon credit or other output of MBI can be generated by putting emission reduction obligation to a part or the whole an economy. Demands for CERs, for example, were generated via such approach due to emission targets and goals obliged onto the development country parties of Kyoto Protocol.

The Consultant should identify and analyze existing policies, programmes and initiatives, including the donor-supported ones, that has direct or indirect relation to GHG emissions reduction and/or may affect Indonesia's ability to use market-based mechanism to scale-up climate change mitigation, for example Energy Management Obligation, PROPER, Green Industry Standard, etc. The Consultant should consider the policies/initiatives' current implementation status when analyzing its potential to generate demand for emission reduction unit. The Consultant should also identify and analyze policies and initiatives that may affect Gol's ability to use market-based mechanism as result-based climate financing tool (i.e. where government buy carbon credits from domestic mitigation projects) and analyze the potential and recommend ways to enable result-based climate financing using market-based approach.

The Consultant shall document the findings, analysis and recommendations of Task-3 as **Deliverable 5**.

(4) MBI scenarios development

Taking into account the results from the above tasks, the Consultant will develop four MBI scenarios for Indonesia and its implementation details which include but not limited to organizational framework, scope and coverage, policy requirements, and design and implementation road map. The MBI scenarios to be developed is subject of discussion with the MBI Working Group but the Consultant shall expect to at the minimum develop scenarios for the most common MBIs such as baseline-and-crediting, cap-and-trade, and carbon tax.

Potentially built upon the results of Task-3, the Consultant will do analysis regarding different aspects and/or issues of each MBI scenario. For example, cost and benefit, impact to industrial competitiveness, leakage analysis, etc.

Based on the developed MBI scenarios, the Consultant will develop risks and impacts assessments for each scenario. There are risks that can be associated with market-based policy option implementation according to the policy's details and characteristics and the Consultant will describe the risks, quantify the probability and hazard, and propose clear strategy to mitigate them. In term of MBI impacts, the Consultant will develop a defendable estimation of them, in particular the economy-wide and GHG emissions reduction impacts.

Whilst PMR Indonesia is expecting holistic and reliable analysis for each MBI scenario, extensive modeling is not expected in this study. The Consultant is encouraged to use any existing data/scenario that is relevant and applicable for Indonesia, e.g. those reflected in Green Paper Economic and Fiscal Policy (Ministry of Finance, 2009). However, the risks and impacts assessment should be in the quality that could facilitate Gol's decision making to proceed to MBI's piloting stage.

The Consultant shall document the discussions, analysis, findings and recommendations of Task-4 as **Deliverable 6**.

(5) Selection and development of MBI scenario for further elaboration

Part of PMR Indonesia work program is to develop a working design for an appropriate market-based instrument for Indonesia and pilot its implementation. For this purpose, the Consultant will assist MBI Working Group to select one MBI scenario for further elaboration throughout the rest of PMR Indonesia project. The Consultant will develop a clear, agreeable and defendable selection methodology to enable prioritization of MBI scenarios by the MBI Working Group.

Based on the priority MBI scenario selected by the MBI Working Group and informed by the results of the previous Tasks, the Consultant will develop a detailed implementation plan to elaborate the scenario further. The plan should cover all works that is necessary to make the MBI scenario operational, e.g. framework development plan, development of required procedures/guidelines, etc. The plan should be detailed and well-justified to be used as a reference to develop MBI Working Group's work plan throughout PMR Indonesia project duration.

The Consultant shall document the process, analysis, findings, recommendations and conclusion of Task-5 as **Deliverable 7**. The Consultant is also encouraged to describe their own assessment and selection for prioritized MBI in its report.

(6) Stakeholder Engagement & Capacity Building

The quality of the assignment's results is highly dependent to the involvement of key stakeholders, represented by the MBI Working Group of PMR Indonesia. The Consultant should therefore have a good familiarity with the key stakeholders and develop a clear strategy to engage them in the assignment. Nevertheless, market-based approach to scale up mitigation actions is not yet a well-known subject to Indonesian climate change stakeholders; thus a systematic capacity building program may be necessary to support their engagement, active participation and ownership of the assignment's results.

The Consultant will develop a good working relationship with the MBI Working Group, PMR Indonesia and other stakeholders, and engage them throughout the assignment's processes. In the early phase of the assignment, the Consultant will develop a capacity building needs assessment and plan that responds to the PMR Indonesia's expected outcome of enabling Indonesia to design, implement and operate market-based instruments for climate change mitigation in its project duration as **Deliverable 2**.

As the implementation of the capacity building plan will exceed this assignment timeframe, the capacity building implementation is not part of this assignment. However, the Consultant should expect some capacity building events to occur within the assignment's timeframe and for those events, that most likely located within Greater Jakarta area, the Consultant's team shall take part as facilitator and/or resource person. In this matter, any related personnel costs are borne by the Consultant. If the event is organized outside Greater Jakarta, the additional costs will be borne by UNDP.

The Consultant shall document the process, activities, analysis, findings, and recommendations of Task-6 as **Deliverable 8**.

(7) Reports

All deliverables' reports shall be made in both Bahasa Indonesia and English and present the results of the tasks in systematic, concise and clear manner. It should be written in a style that ease stakeholders to understand the market-based policy options for Indonesia, risks and impacts associated with each options, the necessary enabling conditions, existing barriers, and the steps to establish the MBIs under each specific scenario.

All reports must be presented first to the PMR Indonesia team and MBI Working Group for comments. These comments must be incorporated to the reports before the product's final approval by the Project Steering Committee.

All reports will be delivered electronically to UNDP Indonesia in Microsoft Word and PDF format, along with any supporting tables, graphics, photos and videos. All reports shall clearly describe and/or document the sources of all data and information as well as assumptions that is used in the MBI scenarios.

Aside from each deliverable's report, the Consultant will describe and summarize the consolidated analysis and key results of and the activities undertaken to complete the tasks described above in draft and final report as **Deliverable 9 and 11**, respectively.

The Consultant will provide a presentation that summarizes the key findings and results for PMR Indonesia and appropriate stakeholders as **Deliverable 10**. The presentation will be compiled in Microsoft Power Point using a slide template agreed by PMR Indonesia. To disseminate the assignment's results and collecting final public comments, the Consultant will organize a workshop for wider stakeholders with expected audience of at least 50 people.

Schedule of Deliverables

Item	Description	Due (# of weeks after contract signing)
Deliverable 1	Detailed work plan	W4
Deliverable 2	Capacity building needs assessment and plan	W8
Deliverable 3	Carbon market scoping report	W12
Deliverable 4	MBI implementation report	W12
Deliverable 5	Policy mapping and gap analysis report	W16
Deliverable 6	MBI scenarios report	W26
Deliverable 7	Prioritized MBI selection report	W32
Deliverable 8	Capacity building report	W36
Deliverable 9	Draft report	W36
Deliverable 10	Final presentation	W38
Deliverable 11	Final report	W40

H. PMR Indonesia – UNDP Responsibility

PMR Indonesia – UNDP will handle the following tasks:

- Organize the events (meeting, workshop, FGD, conference, etc), including preparation of events such as confirmation of participants and secure and check the venue. The cost of meeting package will be borne by PMR Indonesia - UNDP.
- Facilitate the communication between the consultant and working group/ other related stakeholders.
- Final report printing.

The Consultant, however, will take leading role in events' planning, e.g. identify events' needs and timeline, preparing TORs, securing resource persons, etc. The Consultant shall allocate their own cost of accommodation and travels to attend the events.

The team of consultants shall cover the costs for accommodation, travelling to and transportation within Indonesia. Routine (home-) office costs for materials, printing, telecommunication, etc. are considered to be covered within the team of consultant's remuneration.

I. Payment Schedule

Payment will be made after satisfactory acceptance by UNDP of the services provided on the following schedule:

Deliverables/Outputs	Payment Schedule (# of weeks after completion of the deliverable)	Payment Amount
Submission of Deliverable 1, Deliverable 2	W9	20%
Submission of Deliverable 3, Deliverable 4 and Deliverable 5	W17	20%
Submission of Deliverable 6	W27	20%
Submission of Deliverable 7	W33	20%
Submission of Deliverable 8, Deliverable 9, Deliverable 10 and Deliverable 11	W40	20%

J. Experience

The UNDP is seeking an Organization/Company that can demonstrate:

1. Strong experience and expertise in climate change policy analysis and development, including in providing related advisory services to government(s);
2. Experience and expertise in economic modelling and analysis, especially in power and industry sectors;
3. Experience and expertise in engaging governments and private sector, and designing/implementing multi-stakeholder engagement process leading to broad-based consensus and support;
4. Experience in projects and programmes in Indonesia and ability to work effectively in Indonesia, especially in related sectors of this assignment.

K. Qualifications

The selected Organization/Company is expected to put together an independent and multi-disciplinary team composed of national and/or international expertise, which collectively brings experience and commitment in the following fields:

1. Design, development and/or implementation of market-based emission reduction schemes and policies such as cap-and-trade, carbon tax, crediting instruments, result-based finance in developing and/or developed countries;
2. Advising governments in setting up innovative carbon finance approaches and/or carbon pricing policies, especially, in institutional set-up, and/or technical and/or legal framework;
3. Assessment of Indonesian legal and policy framework, especially in energy, industry and fiscal sectors;
4. Emissions reduction policy development in various sectors;
5. Assessment of policy impacts, including cost and benefit analysis of climate policies, especially in energy and industry sector;
6. Effective multi stakeholder engagement, including consulting governments and private sector about emission reduction strategies and policies;
7. Designing, facilitating and leading workshops and trainings;
8. Ability to write high-quality reports.

Personnel Requirements and Qualification

This assignment requires four key staff with the following qualification:

a) Team Leader/Carbon Market Expert

- Master degree or equivalent in engineering, economic, science, environment or other relevant fields;
- Relevant education and/or trainings in market-based climate change policy is an advantage;

- At least 10 years of international professional experience in climate change policy and carbon market development;
- Experience from managing teams with mix of international and local experts;
- Experience in providing climate change advisory to governments;
- Proven experience in managing international funded project related to the environment and energy;
- Fluency in English, knowledge of Bahasa Indonesia would be an advantage;
- Experience from working with Government of Indonesia would be an advantage.

b) Policy Development Expert

- Master degree in legal, social, economic or relevant fields;
- Minimum 10 years of professional experience in policy analysis and development in Indonesia, especially in economic, finance, and public procurement areas;
- Experience in providing policy advisory to Government of Indonesia;
- Good understanding of environment economic;
- Good understanding of climate finance would be an advantage;
- Fluency in both English and Bahasa Indonesia.

c) GHG Modeling Senior Specialist

- Master degree in industrial- or process-related engineering, environment or relevant fields;
- Minimum 5 years of professional experience in climate change related field, especially in estimation, calculation, monitoring and reporting of GHG emissions in power or industry sectors;
- Good understanding of GHG inventory process and knowledge of IPCC practice and guidelines;
- Fluency in English, knowledge of Indonesian would be an advantage.

d) Economic Modeling Senior Specialist

- Master degree in economics, engineering, environment or relevant fields;
- Minimum 5 years of professional experience in economic analysis and modelling in power or industry sectors;
- Good understanding of environmental economic principles;
- Good understanding of Indonesian economic structure, especially in power and industry;
- Fluency in English, knowledge of Indonesian would be an advantage.

This assignment also requires one non-key staff. Non-key staff will not be scored in proposal evaluation. The required qualification for non-key staff is as the following:

e) Project Coordinator Support Specialist, (resides in Jakarta):

- University degree in engineering, economic, science, environment or relevant fields;
- Minimum 3 years of professional experience in environment related field, in particular policy development;
- Experience in working with Government of Indonesia;
- Good understanding of international climate change framework and carbon markets;
- Fluency in Bahasa Indonesia and English.

Language Requirement

While all individuals on the team may not have both English and Indonesian skills; collectively and at all times, there should be:

- Proficiency in English language, spoken and written. The consultants must have the ability to write reports, make presentations, and to provide training etc. in the English language.
- Proficiency in Indonesian, spoken and written. The consultants must have the ability to write reports, make presentations, and to provide training etc. in Indonesian.

Composition of Key Staff

A guideline proposed staffing structure for the consulting team is given in the following Table. **Bidders should specify the amount of the time of key staff will spend in the field during project period.** The combined team's CV should clearly demonstrate experience in the above-mentioned disciplines. Bidders are encouraged to review and propose their own staffing schedule to match the project need. Bid submissions must include CVs for proposed staff in the format given in the Attachment II "Technical Proposal Format", Section 3: Personnel.

Suggested staffing structure and inputs:

Description	Quantity	Unit of Measurement	Number of Unit (Man. Days)	Remarks
Team Leader	1	Person	90	
National Policy Development Expert	1	Person	90	
GHG Modeling Senior Specialist	1	Person	60	
Economic Modeling Senior Specialist	1	Person	60	
Project Coordinator Support Specialist	1	Person	70	
Total	5		370	

The Consultant can propose different inputs and additional staffing as the table above is not binding. In any case, the Consultant's proposal should consist clear staffing structure and input distribution throughout the assignment's duration.

Formula for the Rating of the Proposals will be as follows: Given the urgency and on-going nature of the work, the Organization/Company must be available to start in late September 2017.

The list of criteria which shall serve as basis for evaluating proposals and awarding the contract, and the respective weight of each criteria, is provided in DS No. 32 of the RFP Data Sheet. The award will be given according to the Combined Scoring method – where the qualifications and methodology will be weighted 70%, and combined with the price offer which will be weighted at 30%.

Rating the Technical Proposal (TP):

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 1000

Rating the Financial Proposal (FP):

FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 1000

Total Combined Score:

Total Combined and Final Rating of the Proposal = ((TP Rating) x (Weight of TP, 70%)) + ((FP Rating) x (Weight of FP, 30%))

L. List of Annexes

Annex 1. EXAMPLE OF MARKET-BASED INSTRUMENTS TO BE ANALYSED

Annex 1. EXAMPLE OF MARKET-BASED INSTRUMENTS TO BE ANALYSED

No.	Instrument Name	Instrument Type	Implementing Country
1.	Carbon Tax	Carbon Tax	Singapore
2.	Carbon Tax	Carbon Tax	Mexico
3.	Korea Emission Trading System	Emission Trading System	Korea
4.	Pilot Emission Trading System	Emission Trading System	China
5.	Emission Reduction Fund	Result-based Finance	Australia
6.	Perform, Achieve, Trade (PAT)	Energy Efficiency Certificate	India
7.	Energy Efficiency Obligation	Energy Efficiency Certificate	Italy or Denmark
8.	Renewable Energy Certificate	Renewable Energy Certificate	India

Section 4: Proposal Submission Form⁸

[insert: Location]

[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that :

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for [insert: period of validity as indicated in Data Sheet].

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

⁸ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details : _____

[please mark this letter with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form⁹

Date: [insert date (as day, month and year) of Proposal Submission]

RFP No.: [insert number]

Page _____ of _____ pages

1. Proposer's Legal Name [insert Proposer's legal name]		
2. In case of Joint Venture (JV), legal name of each party: [insert legal name of each party in JV]		
3. Actual or intended Country/ies of Registration/Operation: [insert actual or intended Country of Registration]		
4. Year of Registration: [insert Proposer's year of registration]		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: [insert Proposer's legal address in country of registration]		
9. Value and Description of Top three (3) Biggest Contract for the past ten (10) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's name] Telephone/Fax numbers: [insert Authorized Representative's name] Email Address: [insert Authorized Representative's name]		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		

⁹ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of:

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- ☐ If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

Joint Venture Partner Information Form (if Registered)¹⁰

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		

¹⁰ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ Articles of Incorporation or Registration of firm named in 2.
- ☐ In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT INSERT TITLE OF THE SERVICES

Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.

Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION																					
<p><i>This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.</i></p> <p>1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.</p> <p>1.2. Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.</p> <p>1.3. Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.</p> <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="width: 12.5%;">Name of project</th> <th style="width: 12.5%;">Client</th> <th style="width: 12.5%;">Contract Value</th> <th style="width: 12.5%;">Period of activity</th> <th style="width: 12.5%;">Types of activities undertaken</th> <th style="width: 12.5%;">Status or Date Completed</th> <th style="width: 12.5%;">References Contact Details (Name, Phone, Email)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)														
Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)															

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

This section should demonstrate the Proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note :*This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Declaration:		
<p>I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.</p> <div style="border-top: 1px solid black; width: 40%; margin-left: 0;"></div>		

Signature of the Nominated Team Leader/Member	Date Signed

Section 7: Financial Proposal Form¹¹

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

A. Cost Breakdown per Deliverables*

SN	Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1	[UNDP to give percentage (weight) of each deliverable over the total price for the payment purposes, as per TOR]	
2	Deliverable 2		
3		
	Total	100%	USD

*Basis for payment tranches

B. Cost Breakdown by Cost Component:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

¹¹ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Description of Activity	Remuneration per Unit of Time (e.g., day, month, etc.)	Total Period of Engagement	No. of Personnel	Total Rate for the Period
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

Section 11: Contract for Professional Services

THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.

[PLEASE ATTACH HERETO THE .PDF VERSION OF THE CONTRACT FOR PROFESSIONAL SERVICES AND THE GENERAL TERMS AND CONDITIONS]

Date _____

Dear Sir/Madam,

Ref.: _____/_____/_____ [INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your [company/organization/institution], duly incorporated under the Laws of _____ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ [INSERT SUMMARY DESCRIPTION OF THE SERVICES] (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
- a) this Letter;
 - b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
 - c) the Contractor's Proposal [ref....., dated]
 - d) The UNDP Request for Proposal [ref....., dated.....]
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The Contractor shall provide the services of the following key personnel:
- | <u>Name</u> | <u>Specialization</u> | <u>Nationality</u> | <u>Period of service</u> |
|-------------|-----------------------|--------------------|--------------------------|
| | | | |
| | | | |
- 2.3 Any changes in the above key personnel shall require prior written approval of _____ [NAME and TITLE], UNDP.
- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

Progress report	.././....
.....	.././....
Final report	.././....

- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ [MAIL, COURIER AND/OR FAX] to the address specified in 9.1 below.
- 2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

OPTION 1 (FIXED PRICE)

3. Price and Payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ [INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS].
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon....././....
....././....

Invoices shall indicate the milestones achieved and corresponding amount payable.

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP

shall pay the Contractor a price not to exceed _____ [INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS].

- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex _____ [INSERT ANNEX NUMBER] contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of _____ [NAME and TITLE], UNDP.
- 3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every _____ [INSERT PERIOD OF TIME OR MILESTONES].

OR

- 3.5. The Contractor shall submit an invoice for _____ [INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS] upon signature of this Contract by both parties and invoices for the work done every _____ [INSERT PERIOD OF TIME OR MILESTONES].
- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.
4. Special conditions
- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
- 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.
- 4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ [INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT] % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.
- 4.4 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.

5. Submission of invoices

- 5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ [NAME OF THE BANK]

_____ [ACCOUNT NUMBER]

_____ [ADDRESS OF THE BANK]

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than _____ [INSERT DATE] and shall complete the Services within _____ [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ [NAME AND TITLE] UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

For the Contractor:

Name
Designation
Address
Tel. No.

Fax. No.
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND DESIGNATION]

For [INSERT NAME OF THE COMPANY/ORGANIZATION]

Agreed and Accepted:

Signature _____
Name: _____
Title: _____
Date: _____



UNDP GENERAL CONDITIONS OF CONTRACT 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 SECURITY:

23.1 The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

23.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 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 Agreement, 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 Agreement signed by the Contractor and jointly by the UNDP Authorized Official.
