

## **REQUEST FOR PROPOSAL (RFP) (For Low-Valued Services)**

To: All Interested Bidders	DATE: 10 October 2018
	REFERENCE: <b>RFP/UNDP/EPASS-TIGER/52727/021/2018 - Feasibility Study for Implementing a Sustainable Financing Mechanism - Readvertisement</b>

Dear Sir / Madam:

We kindly request you to submit your Proposal for **RFP/UNDP/EPASS-TIGER/52727/021/2018 - Feasibility Study for Implementing a Sustainable Financing Mechanism - Readvertisement**.

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

Proposals may be submitted on or before Tuesday, October 23, 2018 at 17.00 (GMT+7) and via email or courier mail to the address below:

**United Nations Development Programme  
UNDP Menara Thamrin Building, Jl. M. H. Thamrin Kav. 3 Jakarta 10250  
Attn: Yusef Millah  
Email in submitting proposal to: [bids.id@undp.org](mailto:bids.id@undp.org)**

Your Proposal must be expressed in the **English**, and valid for a minimum period of 90 (ninety) calendar days

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

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

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

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

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Yusef Millah  
Procurement Associate  
10/10/2018



### Description of Requirements

Context of the Requirement	<i>Feasibility Study for Implementing a Sustainable Financing Mechanism (such as Foundations, BLU or any other mechanism involving PPP) in Sumatra and Sulawesi and Identifying Feasible Pilot Areas for EPASS Project Activity 2 and TIGER Project Activity 3</i>
Implementing Partner of UNDP	Directorate of Forestry and Water Resources Conservation, Ministry of National Development Planning/Bappenas
Brief Description of the Required Services <sup>1</sup>	UNDP, as the Delivery Agent, is seeking to engage organization/company to conduct a Feasibility Study for Implementing a Sustainable Financing Mechanism (such as Foundations, BLU or any other mechanism involving PPP) in Sumatra and Sulawesi and identifying Feasible Pilot Areas for EPASS Project Activity 2 and TIGER Project Activity 3.
List and Description of Expected Outputs to be Delivered	<ol style="list-style-type: none"> <li>1. Feasibility study on establishing foundation for protected areas in Sumatera and Sulawesi. <ol style="list-style-type: none"> <li>a. Analysis, research and evaluation of the feasibility of developing a foundation</li> <li>b. Provide requirements and recommendations to enable the implementation of foundation or trust fund.</li> <li>c. Develop a financing strategy and business feasibility study through a Foundation model for effective management and development in Sumatera and Sulawesi Island.</li> </ol> </li> <li>2. Feasibility study on establishing BLU for protected areas in Sumatera and Sulawesi. <ol style="list-style-type: none"> <li>a. Analysis, research and evaluation of the feasibility of developing a BLU</li> <li>b. Provide requirements and recommendations to enable the implementation of BLU (Badan Layanan Umum/Public Service Agency).</li> <li>c. Develop a financing strategy and business feasibility study through a BLU model for effective management and development in Sumatera and Sulawesi Island.</li> </ol> </li> <li>3. Recommendations for other possible sustainable financing mechanisms</li> <li>4. Identifying the most suitable financing mechanism for PAs in Sumatera and Sulawesi</li> <li>5. Identifying areas for implementing a pilot project using the appropriate sustainable financing models</li> </ol>
Person to Supervise the Work/Performance of the Service Provider	<ol style="list-style-type: none"> <li>1. Director of Forestry and Water Resources Conservation, Ministry of National Development Planning/Bappenas</li> <li>2. Programme Manager for Natural Resource Management, UNDP</li> <li>3. National Project Manager of EPASS</li> </ol>

<sup>1</sup> A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

	4. National Project Manager of TIGER												
Frequency of Reporting	<i>Please refer to the TOR</i>												
Progress Reporting Requirements	<i>Please refer to the TOR</i>												
Location of work	<input type="checkbox"/> Exact Address/es <i>[pls. specify]</i> <input checked="" type="checkbox"/> At Contractor's Location												
Expected duration of work	7 months												
Target start date	December 2018												
Latest completion date	June 2019												
Travels Expected	<table border="1"> <thead> <tr> <th>Destination/s</th><th>Estimated Duration</th><th>Brief Description of Purpose of the Travel</th><th>Target Date/s</th></tr> </thead> <tbody> <tr> <td>Sumatra's TIGER Sites</td><td>7 days</td><td>Site observation</td><td>February/March 2019</td></tr> <tr> <td>Sulawesi's EPASS Sites</td><td>7 days</td><td>Site observation</td><td>February/March 2019</td></tr> </tbody> </table>	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	Sumatra's TIGER Sites	7 days	Site observation	February/March 2019	Sulawesi's EPASS Sites	7 days	Site observation	February/March 2019
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Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input checked="" type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>												
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input checked="" type="checkbox"/> Others UNDP / Project will assist the selected contractor to liaise with relevant parties												
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required												
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required												
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency – Local Bidders are encourage to submit proposal in Local Currency (IDR)												
Value Added Tax on Price Proposal <sup>2</sup>	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes												
Validity Period of Proposals <i>(Counting for the last day of submission of quotes)</i>	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days												

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



	In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.																								
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted																								
Payment Terms <sup>3</sup>	<table border="1"> <thead> <tr> <th>Outputs</th><th>Percentage</th><th>Timing</th><th>Condition for Payment Release</th></tr> </thead> <tbody> <tr> <td>Finalised Work Plan</td><td></td><td></td><td rowspan="4">           Within thirty (30) days from the date of meeting the following conditions:            a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and            b) Receipt of invoice from the Service Provider.         </td></tr> <tr> <td>Draft report 1 covering scope 2 (Feasible Financing Strategy)</td><td>25%</td><td>20 December 2018</td></tr> <tr> <td>Second draft report covering scope of work 3 (Business Feasibility Study)</td><td>15%</td><td>8 February 2019</td></tr> <tr> <td>Third draft report covering scope of work 4 (Pilot Project Areas)</td><td>35%</td><td>9 April 2019</td></tr> <tr> <td>Final report covering scope 5 (Final Report)</td><td>25%</td><td>9 May 2019</td><td></td></tr> </tbody> </table>	Outputs	Percentage	Timing	Condition for Payment Release	Finalised Work Plan			Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	Draft report 1 covering scope 2 (Feasible Financing Strategy)	25%	20 December 2018	Second draft report covering scope of work 3 (Business Feasibility Study)	15%	8 February 2019	Third draft report covering scope of work 4 (Pilot Project Areas)	35%	9 April 2019	Final report covering scope 5 (Final Report)	25%	9 May 2019				
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	1. Director of Forestry and Water Resources Conservation, Ministry of National Development Planning/Bappenas 2. Programme Manager for Natural Resource Management, UNDP 3. National Project Manager of EPASS 4. National Project Manager of TIGER																								
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type of Contract [pls. specify]																								
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions																								

<sup>3</sup> UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

	(GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p><b>Technical Proposal (70%)</b></p> <ul style="list-style-type: none"> <li>✓ Expertise of the Firm 30%</li> <li>✓ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 30%</li> <li>✓ Management Structure and Qualification of Key Personnel 40%</li> </ul> <p><b>NOTE: only bidder(s) who received minimum of 70 points where the financial proposal will be opened</b></p> <p><b>Financial Proposal (30%)</b></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<ul style="list-style-type: none"> <li>✓ One and only one Service Provider</li> <li><input type="checkbox"/> One or more Service Providers, depending on the following factors :</li> </ul>
Annexes to this RFP <sup>4</sup>	<ul style="list-style-type: none"> <li>✓ Form for Submission of Proposal (Annex 2)</li> <li>✓ General Terms and Conditions / Special Conditions (Annex 3)<sup>5</sup></li> <li>✓ Detailed TOR</li> <li><input type="checkbox"/> Others<sup>6</sup> [pls. specify]</li> </ul>
Contact Person for Inquiries (Written inquiries only) <sup>7</sup>	<p><b>Yusef Saiful Millah/Abriliany Lintang Kirana</b>  <b>Procurement Unit</b>  <b>Yusef.millah@undp.org and abriany.kirana@undp.org</b></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

<sup>4</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>5</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<sup>6</sup> A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

<sup>7</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Other Information [pls. specify]

- **Proposal submitted via Courier/hand delivery :**

**Official Address for hand delivery/Courier:**

United Nations Development Programme (UNDP)  
Menara Thamrin Building, 7<sup>th</sup> Floor, Kav. 3, Jl. M.H. Thamrin,  
Jakarta 10250, Indonesia

Tel: +62 21 2980 2300

**Attn: Yusef Millah**

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, the Title Bidding "**RFP/UNDP/EPASS-TIGER/52727/021/2018 - Feasibility Study for Implementing a Sustainable Financing Mechanism**" 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". The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.

- **Proposal submitted via Email:**

Official email Address: [bids.id@undp.org](mailto:bids.id@undp.org)

Format: PDF files only, **password protected for the financial proposal only** (Password must not be provided to UNDP until requested by UNDP which will be requested through email)

Signature: YES

Max. File Size per transmissions: 8 MB

Max. No. of transmission: N/A

Free from any virus or corrupted files

Mandatory subject of email: **RFP/UNDP/EPASS-TIGER/52727/021/2018 - Feasibility Study for Implementing a Sustainable Financing Mechanism**



## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>8</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>9</sup>)*

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

### A. Qualifications of the Service Provider

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

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) *Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- e) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

### B. Proposed Methodology for the Completion of Services

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

<sup>8</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>9</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes



**C. Qualifications of Key Personnel**

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

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

**D. Cost Breakdown per Deliverable\***

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price</b> <i>(Weight for payment)</i>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>
1	Finalized Work Plan Draft report 1 covering scope 2 (Feasible Financing Strategy)	25%	
2	Second draft report covering scope of work 3 (Business Feasibility Study)	15%	
3	Third draft report covering scope of work 4 (Pilot Project Areas)	35%	
4	Final report covering scope 5 (Final Report)	25%	
	<b>Total</b>	<b>100%</b>	

*\*This shall be the basis of the payment tranches*

**E. Cost Breakdown by Cost Component [This is only an Example]:**

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<b>I. Personnel Services</b>				
Team Leader		154	1	
Protected Area Specialist		154	1	
Resource Mobilization Specialist		154	1	
<b>II. Out of Pocket Expenses</b>				
<b>Travel Costs</b>				
Round trip to Sulawesi (airfare, terminal allowance)			3	
Ground Transportation in Sulawesi				
(a) Vehicle Rent		7	3	
(b) Fuel and Repairs		7	3	
Round trip to Sumatera (airfare, terminal allowance)			3	
Ground Transportation in Sumatera				
(a) Vehicle Rent		7	3	
(b) Fuel and Repairs		7	3	
<b>Kick off Meeting</b>				
(a) Meeting package		1		

(b) Equipment		1		
<b>Final Report Meeting</b>				
(a) Meeting package		1		
(b) Equipment		1		
<b>Focus Group Discussion</b>				
(a) Meeting package		3		
(b) Equipment		3		
<b>Daily Substinence Allowance</b>				
Meal and Accommodation(Sulawesi)		7	3	
Meal and Accommodation (Sumatera)		7	3	
<b>Communications</b>				
Internet			1	
Phone Credit Balance			1	
<b>Office Supplies</b>				
Stationery			1	
Equipment			1	
<b>Total Cost Estimate</b>				

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

*[Designation]*

*[Date]*

## ***General Terms and Conditions for Services***

### **1.0 LEGAL STATUS:**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

### **2.0 SOURCE OF INSTRUCTIONS:**

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

### **3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

### **4.0 ASSIGNMENT:**

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

### **5.0 SUB-CONTRACTING:**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

### **6.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

### **7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices,



copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

#### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
  - 8.4.1** Name UNDP as additional insured;
  - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
  - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

#### **9.0 ENCUMBRANCES/LIENS:**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

#### **10.0 TITLE TO EQUIPMENT:**

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

#### **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

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

**12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

**13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

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



**13.2.2.2** any entity over which the Party exercises effective managerial control; or,  
**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

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

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

#### **15.0 TERMINATION**

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.



- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

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

## **17.0 PRIVILEGES AND IMMUNITIES:**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## **18.0 TAX EXEMPTION**

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

the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

- 18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

**19.0 CHILD LABOUR**

- 19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

- 19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

**20.0 MINES:**

- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

**21.0 OBSERVANCE OF THE LAW:**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

**22.0 SEXUAL EXPLOITATION:**

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract



immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

**23.0 AUTHORITY TO MODIFY:**

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



### Term of Reference (TOR)

#### Feasibility Study for Implementing a Sustainable Financing Mechanism (such as Foundations, BLU or any other mechanism involving PPP) in Sumatra and Sulawesi and Identifying Feasible Pilot Areas for EPASS Project Activity 2 and TIGER Project Activity 3

##### A. General Information

- Title : Feasibility Study for Implementing a Sustainable Financing Mechanism in Sumatra and Sulawesi and identifying Feasible Pilot Areas for EPASS Project Activity 2 and TIGER Project Activity 3
- Report to : 5. Director of Forestry and Water Resources Conservation, Ministry of National Development Planning/Bappenas  
6. Programme Manager for Natural Resource Management, UNDP  
7. National Project Manager of EPASS  
8. National Project Manager of TIGER
- Location : Menara Thamrin, Jl. M.H. Thamrin No.3, Jakarta Pusat
- Expected place of travel : As listed in annex 2
- Duration of contract : The expected duration of the contract is 7 (seven) months calculated based on the contract starting date
- Provision of support services :
- Location : Yes ☒ ☐
- Equipment (laptop etc.) : Yes ☐ ☒
- Secretarial Services : Yes ☒ ☐

##### Terminology of this TOR

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

Protected Area System	:	Protected areas – national parks, wilderness areas, community conserved areas, nature reserves and so on – are a mainstay of biodiversity conservation, while also contributing to people's livelihoods, particularly at the local level. Protected areas are at the core of efforts towards conserving nature and the services it provides – food, clean water supply, medicines and protection from the impacts of natural disasters.
Protected Area Management	:	The protected area management is conducted primarily through a management of patrolling to provide monitoring and surveillance of the area. Patrolling is implemented to: (1) control and eradicate illegal and destructive activities. (2) monitor habitat and species status and integrity, and provide routine updates to management (3) monitor threats such as illegal logging, hunting, encroachment, (4) forest fire prevention and control. (5) Identify areas where restoration and rehabilitation activities are required in

		particular tree planting, replacement and (6) maintenance of PA infrastructure, tracking, boundary demarcation, signage, etc.
Stakeholder	:	A person, group or organization that has interest or related to biodiversity conservation and protected area system financing, which can affect or be affected by the related actions, activities, or policies. This include 1) Ministry of National Development Planning 2) Ministry of Environment and Forestry, 3) Industries/companies and financing associations as the business actors, 4) Local governments at the provincial, district, and city level surrounding three sites, 4) Related line ministries associated in preparing the supporting policy for protected area system implementation.
Community development	:	Community development interventions in buffer zone should be undertaken by local government agencies in partnership with the PA management since the buffer zone and biological corridors cannot be assigned efficiently to PAs authorities. Thus, conservation and development aspects on the landscape of PA require effective coordinated planning and joint implementation. Moreover, the specific community awareness in respect of buffer zone and environmental is required.
Sustainability Score Card	:	The purpose of the scorecard is to assist governments, donors and NGOs to investigate and record significant aspects of a PA financing system – its accounts and its underlying structural foundations – to show both its current health and status and to indicate if the system is holistically moving over the long-term towards an improved financial situation.
RPJMN	:	RPJMN refers to National Medium-Term Development Plan. The most recent RPJMN specifies that the green economy is to be the foundation of Indonesia's development programs. The emphasis is to be on inclusive and sustainable growth, increasing value added of natural resources with sustainable approach, increasing the quality of the environment, disaster mitigation and tackling climate change.

## B. Background Information

UNDP partners with people at all levels of society to help build nations that can withstand crisis, and drive and sustain the kind of growth that improves the quality of life for everyone. On the ground in 177 countries and territories, UNDP offers global perspective and local insight to help empower lives and build resilient nations."

UNDP Indonesia's mission is to be an agent for change in the human and social development of Indonesia. We aim to be a bridge between Indonesia and all donors as well as a trusted partner to all stakeholders. We work in four key areas of development: Governance Reforms, Pro-Poor Policy Reforms, Conflict Prevention and Recovery, and Environment Management, with the overarching



aim of reducing poverty in Indonesia. Besides the four priority areas, UNDP Indonesia is also engaged in a variety of crosscutting initiatives focused on HIV/AIDS, gender equality, and information and technology for development.”

### **Enhancing the Protected Area System in Sulawesi for Biodiversity Conservation (EPASS)**

Sulawesi (17.46 million ha) is the world’s 11th largest island and is the 4th largest and 3rd most populated island in Indonesia, with a population of approximately 17 million. Sulawesi Island has a mix of both Asian and Australasian species, and subsequently has a remarkable globally significant diversity of terrestrial flora and fauna, as well as extremely rich coastal and marine life. Rates of endemism are extremely high. For example, of 127 known mammal species, 72 are endemic (62%), rising to 98% if bats are excluded. Since the 1980s, the island’s natural habitat has been destroyed and degraded on a large scale, primarily due to logging and agricultural conversion. In order to conserve the island’s globally significant biodiversity, the government has established a network of 62 terrestrial PAs and 6 marine PAs on the island since 1982. The 62 terrestrial PA system covers a total area of 1,600,480 ha (or 9.17% of the total land surface).

Despite such efforts, Sulawesi’s biodiversity remains severely threatened and fast degrading due to a number of human-induced threats. Protection and management of existing protected areas (PAs) has not been adequate to prevent extensive encroachment and damage within PA boundaries, whilst natural areas beyond PA boundaries have been even more rapidly degraded as a result of logging, conversion, mining, fire and hunting. The long-term solution to conserving Sulawesi’s biodiversity is an improved PA system that is well integrated into its surrounding landscape, with the capacities and financial resources to safeguard biodiversity from existing and future threats.

To address above-mentioned problems, UNDP is supporting the Ministry of Environment and Forestry (MoEF) to implement a GEF funded project titled “Enhancing the Protected Area System in Sulawesi for Biodiversity Conservation (E-PASS)” for period 2015-2020. The project is designed to strengthen the effectiveness and financial sustainability of Sulawesi’s PA system to respond to existing threats to globally significant biodiversity with three pilot projects in Sulawesi: Lore Lindu National Park, Tangkoko Nature Reserve, and Bogani Nani Wartabone National Park.

In respect to E-PASS project, The Ministry of National Development Planning (Bappenas) is having initiative to develop alternative funding to support the programs and activities of biodiversity conservation in Indonesia. The concept of sustainable financing is used to overcome the problem of shortage of project funds in the field conservation and management of natural resources. This goal comprise four basic components: (1) Develop off-budget financing mechanism for biodiversity and conservation areas; (2) Develop access to funding sources of potential in particular to finance biodiversity management and conservation; (3) Enhance institutional capacity of conservation management and prudence in the utilization of biodiversity in a sustainable region.

#### Lore Lindu National Park

Lore Lindu National Park is a protected area of forest situated in the province of Central Sulawesi, Indonesia with a size of 2,180 km<sup>2</sup>. It covers lowland and montane forests to provide habitat to numerous rare species including 77 endemic bird species. This park is designated by UNESCO in 1978



as part of World Network of Biosphere Reserves. In addition to its rich wildlife, the park contains megaliths dating back to 1300 AD.

#### Tangkoko Nature Reserve

Nature Reserve Gn. Tangkoko is geographically located at 125 ° 3 ' - 125 ° 15' E and 1 ° 30 ' - 1 ° 34' latitude. Administratively, the nature reserve is located in the district of Bitung North, Municipality of Bitung, located at the foot of Dua Saudara Mountain in North Sulawesi. The Tangkoko Nature Reserve covering an area of approximately 8745 hectares lists different types of Sulawesi black monkey sanctuary and the *Tarsius tarsiers* (one of the smallest known primates), black tailless monkeys, maleo birds, wild pigs and kuskus (*marsupials*). It is also comprised with a variety of hardwood trees and unusual plant life. Within this area there are Batuputih nature travel park covering an area of 615 hectares, and Batuangus wildlife nature park of 635 hectares. These places are tourist attraction sites favored by domestic and foreign tourists including the researchers. Flora and fauna in this place is often the object of research of academics.

#### Bogani Nani Wartabone National Park

Bogani Nani Wartabone National Park is an area of tropical forest vegetation that is designated as a national park in 1991. This park is situated on the border between the province of Gorontalo and province of North Sulawesi with an area 2871.15 km<sup>2</sup>, the largest in the bioregion Wallacea. It has a variety of unique ecology as a transition area Indo-malaya regional geography in the West and Australasia in the East. There are as many as 120 identified species, including a species of orchids, and approximately 90 woody plant species. The dominant species of flora and throughout the region is of the type of ficus.

### **Transforming Effectiveness of Biodiversity Conservation in Priority Sumatran Landscapes (TIGER)**

Sumatera is the sixth largest island in the world, characterized by the Bukit Barisan mountain range and globally significant tropical montane, sub montane, lowland, fresh water and peat swamp forests as well as mangroves and rivers. The island's fauna includes 201 mammal and 580 bird species, with endemic and critically endangered species such as the Sumatran orangutan and Sumatran rhinoceros, and subspecies such as the Sumatran elephant. The Sumatran tiger *Panthera tigris sumatrae* is Indonesia's last remaining tiger subspecies with an estimated population of 400-500 adults. Its conservation areas include 13 Important Bird Areas, two Ramsar sites (Berbak and Sembilang National Parks) and the UNESCO WHC Tropical Rainforest Heritage of Sumatera sites (the National Parks of Gunung Leuser, Kerinci Seblat and Bukit Barisan Selatan).

The current project will cover all five of these globally significant sites and surrounding landscapes. Across Sumatera, the principal threat to biodiversity is habitat loss and forest degradation, with forest cover shrinking from 25.3m hectares in 1985 to 12.8m hectares in 2009, with clearance driven by commercial oil palm and timber fiber plantations, followed by subsistence agriculture, while the main driver of forest degradation has been commercial logging. In addition, the wildlife trade is a significant pressure on species, with an estimated fifty Sumatran tigers poached annually between 1998 and 2002. The main barriers to achieving this vision are weak natural resource governance and limited protected area management capacity, poor inter-agency coordination for wildlife and forest

conservation outside of the PAs, and inadequate financial planning and management for protected areas. The long-term solution offered by the project for securing Sumatera's forests, wildlife and ecosystem services lies in consolidating a network of effectively managed and adequately funded protected areas (PAs) that are supported by complementary actions in the adjacent forests and with multiple stakeholders to achieve sustainably managed landscapes. This will require both multi-agency partnerships across multiple provinces and sufficient incentives for communities to reduce forest encroachment and illegal hunting of protected species.

The objective of the project is to enhance biodiversity conservation in priority landscapes in Sumatera through adoption of good management practices in protected areas and adjacent production landscapes, using tiger recovery as a key indicator of success. This will be accomplished through supporting implementation of the National Tiger Recovery Plan, which sets out the key elements to protect forests and wildlife in Sumatera. The project aims to address a range of institutional, governance and financial issues that prevent the project objective from being achieved. In doing so, it will create a model biodiversity management system that is operational across the target landscapes, can be scaled-up across Sumatera, and strengthen the national PA system. The Ministry of Environment and Forestry will lead project implementation in partnership with UNDP and NGOs.

In the project's implementation, The Ministry of National Development Planning/Bappenas is initiating a sustainable financing for biodiversity management to barrier inadequate financial planning and management for protected areas, by demonstrating and sharing new sustainable financing mechanisms to meet long-term management expenditure needs for protected areas in priority landscapes with the potential to replicate successful models elsewhere in Indonesia, and piloting public-private partnerships in high biodiversity sites adjacent to protected areas to support biodiversity-friendly land use within priority landscapes.

#### Bukit Barisan Selatan National Park

Bukit Barisan Selatan National Park is a national park in Sumatera, Indonesia. The park located along the Bukit Barisan mountain range, has a total area of 3,568 km<sup>2</sup>, and spans three provinces: Lampung, Bengkulu, and South Sumatera. Together with Gunung Leuser and Kerinci Seblat national parks it forms a World Heritage Site, Tropical Rainforest Heritage of Sumatera. The national park stretching along the Bukit Barisan mountain range is in average only 45 km wide but 350 km long. The northern part is mountainous with its highest point at Gunung Pulung (1,964 m), while its southern section is a peninsula. It is covered by montane forest, lowland tropical forest, coastal forest and mangrove forest.

#### Kerinci Seblat National Park

Kerinci Seblat National Park is the largest national park on the island of Sumatera, Indonesia. It has a total area of 13,791 km<sup>2</sup>, and spans four provinces: West Sumatera, Jambi, Bengkulu, and South Sumatera. The park area includes a large part of the Barisan mountain range, which form the western spine of Sumatera island and includes the highest peak in Sumatera, Mount Kerinci (3,805 m), one of more than five active volcanoes in the national park. This mainly montane park includes hot springs, rivers with rapids, caves, scenic waterfalls, and the highest caldera lake in Southeast Asia - Lake Gunung Tujuh, while the Great Sumatran fault runs through the national park making the area



of great interest to geologists. The park completely encircles the populated Kerinci valley. The park is home to diverse flora and fauna. Over 4,000 plant species have been identified to date in the park area, including the world's largest flower, *Rafflesia arnoldi*, and the plant with the largest unbranched inflorescence, the titan arum.

#### Gunung Leuser National Park

Gunung Leuser National Park is a national park covering 7,927 km<sup>2</sup> in northern Sumatera, Indonesia, straddling the border of North Sumatera and Aceh provinces, a fourth portion and three-fourths portion, respectively. The national park, settled in the Barisan mountain range, is named after Mount Leuser (3,119 m), and protects a wide range of ecosystems. An orangutan sanctuary at Bukit Lawang is located within the park. Together with Bukit Barisan Selatan and Kerinci Seblat National Parks, it forms a World Heritage Site, the Tropical Rainforest Heritage of Sumatera.

#### Berbak and Sembilang National Park

The Berbak National Park in Sumatera Island, Jambi province of Indonesia, forms part of the largest undisturbed swamp forest in southeastern Asia, and the peat swamp forest with the greatest number of palm species. Protected since 1935 under Dutch colonial law and later declared a national park, it has been also recognised as a wetland of international importance.

Sembilang National Park is a national park covering 2,051 km<sup>2</sup> along the east coast of Sumatera, Indonesia. The park is dominated by swamps as peat forests, like the neighbouring Berbak National Park, and both parks are Ramsar wetlands of international importance. The park is considered to have the most complex shorebird community in the world, with 213 species recorded, and supports the world's largest breeding colony of milky storks.

#### **Context of this TOR**

PA financing mechanisms need to operate in an enabling environment in order to be able to function well and generate benefits. Investing in the enabling environment may be more effective and sustainable than the financing mechanisms themselves. In the other hand, one major obstacle to put such key conservation areas on a sound financial footing is the perception of conservation stakeholders to focus on their traditional strengths of forest protection and biodiversity and to avoid the role of financial management. To address this problem, it is important to provide these stakeholders with innovative financing opportunities for PAs and an enabling instrument to support its implementation.

The context of this TOR is that UNDP, as the Delivery Agent, is seeking to engage organization/company to conduct a Feasibility Study for Implementing a Sustainable Financing Mechanism (such as Foundations, BLU or any other mechanism involving PPP) in Sumatra and Sulawesi and identifying Feasible Pilot Areas for EPASS Project Activity 2 and TIGER Project Activity 3.

#### **C. Objectives of Assignment**



The objective of this assignment is to conduct feasibility studies of setting up a foundation, a BLU (Badan Layanan Umum/Public Service Agency) or any other mechanism involving PPP for Sumatra and Sulawesi and to identify feasible pilot areas for implementation.

### **Expected Outputs**

The key output under this assignment is at least 2 (two) PA Management Sustainable Financing Mechanism for Indonesia-wide PA system, Sulawesi and Sumatra in particular, which includes but not limited to:

1. Feasibility study on establishing foundation for protected areas in Sumatra and Sulawesi.
  - a. Analysis, research and evaluation of the feasibility of developing a foundation
  - b. Provide requirements and recommendations to enable the implementation of foundation or trust fund.
  - c. Develop a financing strategy and business feasibility study through a Foundation model for effective management and development in Sumatra and Sulawesi Island.
2. Feasibility study on establishing BLU for protected areas in Sumatra and Sulawesi.
  - a. Analysis, research and evaluation of the feasibility of developing a BLU
  - b. Provide requirements and recommendations to enable the implementation of BLU (Badan Layanan Umum/Public Service Agency).
  - c. Develop a financing strategy and business feasibility study through a BLU model for effective management and development in Sumatra and Sulawesi Island.
3. Recommendations for other possible sustainable financing mechanisms
4. Identifying the most suitable financing mechanism for PAs in Sumatra and Sulawesi
5. Identifying areas for implementing a pilot project using the appropriate sustainable financing models

### **D. 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 environmental and 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 behaviours 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 relevant government to identify participants for the consultations; and
- Pay attention to vulnerable group throughout the process.

#### **E. Risks and Assumptions**

Undertaking data collection in the facilities level presents several challenges including rejection or resistance from the host, data is not sufficient or not valid, data is considered as confidential matter, and longer administration process which may delay the project.

One of the other risks that may happen is slow process of coordination between government agencies and the relevant partners which require additional acceleration support. It is expected that the consultant should consider the successful factor of project implementation, i.e. relevant government agencies sharing data in timely manner.

Reorganization in the relevant government agencies may occur in the project period which may also affect the commitment of the organizations/facilities. The organizations/company shall identify the risks prior to the project implementation and develop strategies of countermeasures.

#### **F. Scope of Work**

EPASS Activity 2 and TIGER Activity 3 require a coordinated effort to develop the Sustainable Financing Mechanism for Protected Areas. The team of consultants will assist the Technical Commission of EPASS and TIGER which is coordinated under the Directorate of Forestry and Water Resource Conservation, Ministry of National Development Planning/BAPPENAS.

The scope of works are as follow:

##### **PHASE 1**

##### Scope of work 1: Initial preparation

- 1.1 Facilitate kick off meeting(s) with the Technical Commission to discuss the detailed tasks;
- 1.2 Participate and initiate meetings with other relevant stakeholders as needed (e.g. other line ministries and other relevant stakeholders);
- 1.3 Based on this TOR, initial meeting results and initial desk studies; submit detailed work plan and scope of study within 2 weeks of the contract commencement date;
- 1.4 Update and revise the work plan based on comments and inputs from the Technical Commission and UNDP.

##### Scope of work 2: Identify a Feasible Financing Strategy for Indonesia-wide PA System, Sulawesi and Sumatera Islands in particular through a Foundation, BLU or any other mechanism involving PPP

- 2.1. Identify the requirements to set up a foundation, BLU or any other mechanism involving PPP including legal, financial, structural and operational requirements.
- 2.2. In depth analysis of enabling and disabling factors for sustainably financing 7 PAs in Sumatra and Sulawesi through a Foundation, BLU or any other mechanism involving PPP.



- 2.3. Identify the appropriate financing mechanism based on requirements and current condition for each of the 7 Protected Areas
- 2.4. Identify strategic goals and develop an action plan to meet the requirements for setting up foundation, BLU, or any other mechanism involving PPP in 7 Protected Areas.

## **PHASE 2**

Scope of work 3: Development of Business Feasibility Study for sustainably financing PAs in Sulawesi and Sumatera based on the Feasible Financing Strategy developed in scope of work 2.

- 3.1. Identify/Map key stakeholders that can play a significant role in managing and developing each of the 7 PAs and its surrounding areas (e.g. provide supporting infrastructure, knowledge sharing, capacity building, Public Private People Partnerships etc.)
- 3.2. Identify new sources of resource mobilization streams and funds (international sources, national-level mechanisms, site-level mechanisms, voluntary certification schemes, private sector commitments, CSR, banking sector, etc.) for sustainably financing each of the 7 PAs through the foundation, BLU or other mechanism involving PPP.
- 3.3. Develop feasible business models through various products (goods and services) valuations, market analysis, implementation strategy and resource mobilization, an effective cycle for business planning, cost-effective management to allow for revenue generation in the PA financing system for each of the 7 PAs.
- 3.4. Develop a feasible management plan (including but not limited to institutional arrangement and human capital management) and legal framework to support foundation, BLU, or other mechanism for each of the 7 PAs.

## **PHASE 3**

Scope of work 4: Feasibility of Implementing these Alternative Financing Mechanism at Pilot Projects

- 4.1. Identify the most feasible locations/site for pilot project in Sulawesi and Sumatera, where these financing mechanisms can be implemented
- 4.2. Develop a strategic plan and roadmap to meet requirements for setting up BLU, Foundation or any other mechanism involving PPP in the pilot projects.
- 4.3. Conduct FGDs, workshops, site visits for stakeholder consultation to support and build the sustainability of the financing scheme.

## **PHASE 4**

Scope of work 5: Final Report

Submit draft final report prior to stakeholder meeting to discuss draft report containing all report produced in scope of work 1 to 4.

- 5.1 Conduct stakeholder meeting to discuss draft report for inputs and comments;
- 5.2 The report shall be an in-depth analysis and be developed separately based on each pilot project/site, including conclusions and recommendations. All data and assumptions should be clearly described and included in the report.



- 5.3 Finalize report based on all inputs and comments gathered from all stakeholders, UNDP and BAPPENAS and submit the report in English and Indonesian. The consultant shall submit a file storage (i.e. USB or CD) containing soft copy of editable version of final report, all presentation, photos and video, all data and calculation, and simulation result (if available);

Scope of work 6: Ensuring multi stakeholder participations.

Within each scope of works mentioned above, the team of consultants are expected to ensure the active participation of government agencies, private sectors, academicians, local governments and local indigenous peoples, and non-governmental organizations.

**G. Deliverable**

All forms of reports shall be developed in English with an excellent translation in the national language (Bahasa Indonesia). All reports must be presented first to the Technical Commission also EPASS and TIGER's National Project Managers for feedback and comments. These comments must be incorporated to the reports before the product's final approval by the project steering committee. The final reports must have an executive summary and Power Point presentation. The team of consultant shall submit the final report both in English and Bahasa Indonesia version in a file storage (i.e. USB or CD) containing soft copy of editable version of final report, all presentation, photos and video, all data and calculation, and simulation result (if available).

**H. Payment Schedule**

Phase	Deliverable/Outputs	Duration (in months)	Output Progress	Due Date	Payment Schedule	Payment Amount
1	Finalised Work Plan  Draft report 1 covering scope 2 (Feasible Financing Strategy)	2	25%	28 December 2018	10 January 2018	25%
2	Second draft report covering scope of work 3 (Business Feasibility Study)	2	50%	28 February 2018	11 March 2019	15%

3	Third draft report covering scope of work 4 (Pilot Project Areas)	2	75%	30 April 2019	10 May 2019	35%
4	Final report covering scope 5 (Final Report)	1	100%	31 May 2019	10 June 2019	25%

## I. Experience

The UNDP is seeking an organization/company, which can demonstrate:

- Experience in conservation and biodiversity sectors.
  - At least 5 years of experience working in conservation, forestry, and/or biodiversity sector(s);
  - Knowledge in conservation and biodiversity business process;
  - Familiar with Indonesia's biodiversity and conservation sector's status, policies and regulations is preferred;
  - Knowledge in types and mechanisms of PA management financing and/or forestry.
- Experience and expertise in engaging government and private sectors, and designing/implementing multi-stakeholder engagement process leading to broad-based consensus and support:
  - At least 3 years of experience in designing and implementing multi-stakeholder projects.
- Experience in projects and programmes in Indonesia and ability to work effectively in Indonesia, especially in the selected sectors;
  - At least 3 years of experience in conducting projects in Indonesia.
  - Experience in managing projects related to Protected Areas and Sustainable Financing is an advantage

## J. Qualification

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

- Environment, biodiversity, conservation, financing, and sustainable development
- Effective stakeholder engagement
- Proven ability to write high-quality reports

### 1. Personal Education/Qualification

Minimum requirements include:

#### a) One (1) Team Leader

##### Academic Qualifications

Hold an advanced degree in Forestry or Conservation, Biology or Biodiversity Management or related fields.

##### Experience and Competency

- At least 8 - 10 years of working experience in Environmental sector, Forestry Conservation or Biodiversity Management.
- Qualifications in terms of providing strategic direction to a team and in ensuring technical supervision
- Experience in managing biodiversity programs and natural resources management.
- Has experience with multi stakeholders in national and local level particularly local government related to biodiversity conservation and natural resources management.
- Experience in developing biodiversity programs and its resources mobilization in international and national level.
- Has knowledge on national development priority targets and UN conventions.
- Experience in managing international and national funded projects.
- Experience working in international level and or the international organization would be an asset.
- Strong understanding of government policy and working experiences with Government of Indonesia related to conservation and biodiversity management.

**b) One (1) Protected Area Specialist**

Academic Qualifications

Hold an advanced degree in Forestry or Conservation, Biology or Biodiversity Management or related fields.

Experience and Competency

- At least 6 years of working experience in Environmental sector, Forestry Conservation or Biodiversity Management.
- Experience in managing biodiversity programs and natural resources management.
- Has experience with multi stakeholders in national and local level particularly local government related to biodiversity conservation and natural resources management.
- Experience in developing biodiversity programs and its resource mobilization in international and national level.
- Strong understanding of government policy and working experiences with Government of Indonesia related to conservation and biodiversity management would be an advantage.

**c) One (1) Resource Mobilization Specialist**

Academic Qualifications

Hold an advanced degree in Business, Environmental Economics, Finance Management, or related fields.

Experience and Competency



- At least 6 years of working experience in business, funding, financing management and/or environmental management, and public decision making process.
- Experience in biodiversity issues, management and government business would be an advantage.
- Experience in managing policy process and development.
- Experience in working in international level and/or the international organization would be an asset.
- Experience in developing biodiversity programs and its resource mobilization in international and national level.

## 2. Language Requirement

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

- 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.

## 3. 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 would 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	Number of Unit (Man. Days) in total	Remarks
Team Leader	1	Person	154	National
Protected Area Specialist	1	Persons	154	National specialist
Resource Mobilization Specialist	1	Person	154	National/International Specialist as advisor
<b>Total</b>	<b>3</b>		<b>462</b>	

## 4. Other Selection Criteria

Given the urgency and on-going nature of the work, the Organization/Company must be available to start in October 2018.

The award will be done 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%.

The formula for the computation of total final rating will be as follows:

Rating the Technical Proposal (TP):

**TP Rating** = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

**FP Rating** = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

(TP Rating) x (Weight of TP, 70%)

+ (FP Rating) x (Weight of FP, 30%)

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**Total Combined and Final Rating of the Proposal**



#### ANNEX 4. TIMELINE

Description	Deliverable	Month											
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun			
Sign contract													
1.1 Facilitate kick off meeting(s) with the Technical Commission to discuss the detailed tasks;	Minutes of Meeting												
1.2 Participate and initiate meetings with other relevant stakeholders as needed (e.g. other line ministries and other relevant stakeholders);	Minutes of Meeting												
1.3 Based on this TOR, initial meeting results and initial desk studies; submit detailed work plan and scope of study within 2 weeks of the contract commencement date;	Detailed Work Plan												
1.4 Update and revise the work plan based on comments and inputs from the Technical Commission and UNDP.	Improved Work Plan												
2.1. Identify the requirements to set up a foundation, BLU or any other mechanism involving PPP including legal, financial, structural and operational requirements.	Draft report 1 covering scope of work 1 (Final Work Plan) and 2 (Feasible Financing Strategy)												
2.2 In depth analysis of enabling and disabling factors for sustainably financing 7 PAs in Sumatra and Sulawesi through a Foundation, BLU or any other mechanism involving PPP.													
2.3 Identify the appropriate financing mechanism based on requirements and current condition for each of the 7 Protected Areas													
2.4. Identify strategic goals and develop an action plan to meet the requirements for setting up foundation, BLU, or any other mechanism involving PPP in 7 Protected Areas.													
3.1. Identify/Map key stakeholders that can play a significant role in managing and developing each of the 7 PAs and its surrounding areas (e.g. provide supporting infrastructure, knowledge sharing, capacity building, Public Private People Partnerships etc.)	Second draft report covering scope of work 3 (Business Feasibility Study)												
3.2. Identify new sources of resource mobilization streams													

Description	Deliverable	Month											
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun			
and funds (international sources, national-level mechanisms, site-level mechanisms, voluntary certification schemes, private sector commitments, CSR, banking sector, etc.) for sustainably financing each of the 7 PAs through the foundation, BLU or other mechanism involving PPP.													
3.3 Develop feasible business models through various products (goods and service) valuations, market analysis, implementation strategy and resource mobilization, an effective cycle for business planning, cost-effective management to allow for revenue generation in the PA financing system for each of the 7 PAs.													
3.4 Develop a feasible management plan (including but not limited to institutional arrangement and human capital management) and legal framework to support foundation, BLU, or other mechanism for each of the 7 PAs.													
4.1 Identify the most feasible locations/site for pilot project in Sulawesi and Sumatra, where these financing mechanisms can be implemented	Third draft report covering scope of work 4 (Pilot Project Areas)												
4.2 Develop a strategic plan and roadmap to meet requirements for setting up BLU, Foundation or any other mechanism involving PPP in the pilot projects.													
4.3 Conduct FGDs, workshops, site visits for stakeholder consultation to support and build the sustainability of the financing scheme.													
5.1 Conduct stakeholder meeting to discuss draft report for inputs and comments;	Final report covering scope of work 5 (Final Report)												
5.2 The report shall be an in-depth analysis and be developed separately based on each pilot project/site, including conclusions and recommendations. All data and assumptions should be clearly described and included in the report.													
5.3 Finalize report based on all inputs and comments													



Description	Deliverable	Month									
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
gathered from all stakeholders, UNDP and BAPPENAS and submit the report in English and Indonesian. The consultant shall submit a file storage (i.e. USB or CD) containing soft copy of editable version of final report, all presentation, photos and video, all data and calculation, and simulation result (if available)											
6. Ensuring multi stakeholder participations. Within each scope of works mentioned above, the team of consultant is expected to ensure the active participation of government, private sector, academicians, local people, and NGO.											

Note: All schedule of activities are subject to discussion

FGDs, meetings, and site visits: Refer to annex 2.

**ANNEX 5. LIST OF EXPECTED MINIMUM NUMBER OF ACTIVITIES (WORKSHOP, SEMINAR, FGD, CONFERENCE OR SIMILAR)**

No.	Item	Amount	No of Days	Location
1.	FGD	3	1	Jakarta
2.	Kick off Meeting	1	1	Jakarta
3.	Final Stakeholder Meeting	1	1	Jakarta
4.	Site Visit to Sulawesi	1	7	Sulawesi
5.	Site Visit to Sumatera	1	7	Sumatera

Note: The table represents minimum scenario in relation to number of activities and the grouping of sub-sectors within each scope of work. The team of consultants is expected to design and estimate the grouping, or the number of stakeholder consultations and site visits needed in each scope of work, by referring to the table. The site visits shall only be conducted on the sub-sectors which are considered necessary to conduct field visits for the purposes of sampling, data collection and/or data confirmation.

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. The cost of meeting packages will be borne by the consultants.