



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

To: Interested Consulting Firm	DATE: May 3, 2019
	REFERENCE: RFP/UNDP/ISMIA-GOLD/72040/004/2019 – Assessment and Capacity Development of business and financial products in ASGM sector

Dear Sir / Madam

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to the Request for Proposal **RFP/UNDP/ISMIA-GOLD/72040/004/2019 – Assessment and Capacity Development of business and financial products in ASGM sector**

A bidder's conference will be held on:

Date/Time: Thursday, 9th May 2019 at 10.00hrs (Jakarta Local Time)

Place: Aceh Meeting room, 7th Floor Menara Thamrin Building, Jl. MH. Thamrin Kav. 3 Jakarta 10250

Detailed Terms of Reference as well as other requirements are listed in the RFP available on UNDP ATLAS e-Tendering system" (<https://etendering.partneragencies.org>) **Event ID: 3688**

Your offer, comprising of a Technical and Financial Proposal, should be submitted in accordance with RFP requirements, through UNDP ATLAS e-Tendering system and by the deadline indicated in <https://etendering.partneragencies.org>.

NOTE! The Financial Proposal and the Technical Proposal files MUST BE COMPLETELY SEPARATE and uploaded separately in the system and clearly named as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each document shall include the Proposer's name and address. The file with the "FINANCIAL PROPOSAL" must be encrypted with a password so that it cannot be opened nor viewed until the Proposal has been found to pass the technical evaluation stage. Once a Proposal has been found to be responsive by passing the technical evaluation stage, UNDP shall request the Proposer to submit the password to open the Financial Proposal. The

Proposer shall assume the responsibility for not encrypting the financial proposal. **NOTE: DO NOT ENTER PROPOSAL PRICE IN THE SYSTEM, INSTEAD ENTER ONE.**

In the course of preparing and submitting your Proposal, it shall remain your responsibility to ensure that it is submitted into the system by the deadline. The system will automatically block and not accept any bid after the deadline. In case of any discrepancies deadline indicated in the system shall prevail.

Kindly ensure that supporting documents required are signed and stamped and in the .pdf format, and free from any virus or corrupted files and **FINANCIAL PROPOSAL IS PASSWORD PROTECTED. NOTE! The File name should contain only Latin characters (No Cyrillic or other alphabets).**

You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on "**Accept Invitation**" button no later than **8th May 2019**. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have not registered in the system before, you can register now by logging in using:

username: event.guest
password: why2change

The step by step instructions for registration of bidders and quotation submission through the UNDP ATLAS e-Tendering system is available in the "Instructions Manual for the Bidders", attached. Should you require any training on the UNDP ATLAS e-Tendering system or face with any difficulties when registering your company or submitting your quotation, please send an email to rida.trisna@undp.org cc: allya.purnamasari@undp.org

Please note that ATLAS has following minimum requirements for password:

1. Minimum length of 8 characters.
2. At least one capital letter.
3. At least one number.

New bidder registering for first time, system will not accept any password that does not meet the above requirements and thus registration cannot be completed.

For already existing bidders whose current password does not meet the criteria, when signing in, system will prompt you to change the password, and it will not accept a new password that does not meet requirement.

The user guide and videos are made available to bidder in the UNDP public website in this link:

<http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/>

Bidder can also access below instruction from youtube with link below:

<https://www.youtube.com/watch?v=Trv1FX6reu8&feature=youtu.be>

The bidders are advised to use Internet Explorer (Version 10 or above) to avoid any compatibility issues with the e-tendering system.

No hard copy or email submissions will be accepted by UNDP.

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

Sincerely yours,



Martin Kurnia
Procurement Analyst
3 May 2019

Annex 1

Description of Requirements

Context of the Requirement	Assessment and Capacity Development of business and financial products in ASGM sector				
Implementing Partner of UNDP	Ministry of Environment and Forestry				
Brief Description of the Required Services ¹	Please see annex 3 – Term of Reference				
List and Description of Expected Outputs to be Delivered	Please see annex 3 – Term of Reference				
Person to Supervise the Work/Performance of the Service Provider	DNPD ISMIA-GOLD Project				
Frequency of Reporting	<i>Please see annex 3 – Term of Reference</i>				
Progress Reporting Requirements	Please see annex 3 – Term of Reference				
Location of work	<input checked="" type="checkbox"/> Please see annex 3 - Term of Reference				
Deadline of submission	17st May 2019 @ 17 hour (GMT+7)				
Expected duration of work	Seven (7) months				
Target start date	June 2019				
Latest completion date	January 2020				
Travels Expected	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	
	Kuantan Singingi, Riau	7 days	Field survey for ASGM business & financing assessment & study	July 2019	
	Two (2) times travel				
	Kulonprogo, DIY	7 days	Field survey for ASGM business & financing assessment & study	July 2019	
	Two (2) times travel				

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

	Sekotong, NTB Two (2) times travel Minahasa Utara, Manado Two (2) times travel Gorontalo Two (2) times travel Pulau Obi, Maluku Two (2) times travel	7 days 7 days 7 days 12 days	Field survey for ASGM business & financing assessment & study Field survey for ASGM business & financing assessment & study Field survey for ASGM business & financing assessment & study Field survey for ASGM business & financing assessment & study	July 2019 August 2019 August 2019 August 2019
Special Security Requirements	N/A			
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Others (discussion and consultation in UNDP Country Office at Menara Thamrin, Jakarta)			
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required			
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required			
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency (IDR) for Local Bidder <input checked="" type="checkbox"/> United States Dollars (USD) for International Bidder			
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes			
	<input checked="" type="checkbox"/> 90 days			

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

Validity Period of Proposals (Counting for the last day of submission of quotes)	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			
Payment Terms	Outputs	Percentage	Timing	Remarks
	1 st payment- report on the selection process of 4 financial entities	20 %	June 2019	Upon approval of UNDP
	2 nd payment: Report on the assessment of existing of financial products and the total amount of funding available and allocated to the ASGM sector through existing/new financial mechanisms on a yearly basis and the number of approved loan applications	40 %	September 2019	Upon approval of UNDP
	3 rd payment- upon completion of: a. 1 MoU signed with the selected financial entity b. Capacity development report on financial record keeping and loan application preparation c. Final report consists of all the scope of works in Bahasa Indonesia and English	40 %	January 2020	Upon approval of UNDP
Person(s) to review/inspect/ approve outputs/complete d services and authorize the disbursement of payment	Reviewed by the ISMIA-GOLD project manager and approved by the ISMIA-GOLD NPD and UNDP			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services			
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the			

	nature of services required. Non- acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <p><input checked="" type="checkbox"/> Expertise of the Firm 20 %</p> <p><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 50 %</p> <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 30 %</p> <p><i>NOTE: only bidder(s) who received minimum of 70 points where the technical proposal will be opened</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>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP ³	<p><input checked="" type="checkbox"/> Description of Requirement (Annex 1)</p> <p><input checked="" type="checkbox"/> Form for Submitting Service Provider's Proposal (Annex 2)</p> <p><input checked="" type="checkbox"/> Terms of Reference (Annex 3)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions/Special Conditions (Annex 4)</p>
Contact Person for Inquiries (Written inquiries only) ⁴	<p>UNDP Procurement Unit</p> <p><i>Rida.trisna@undp.org cc. Allya.purnamasari@undp.org</i></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>

³ Where the information is available in the web, a URL for the information may simply be provided.

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 received.

Annex 2

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁵

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁶)

[insert: Location].

[insert: Date]

To:

United Nations Development Programme Menara Thamrin Building, 7th floor, Jakarta

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.

⁵ This serves as a guide to the Service Provider in preparing the Proposal.

⁶ 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*

Outputs	Percentage	Timing	Remarks
1 st payment- report on the selection process of 4 financial entities	20 %	June 2019	Upon approval of UNDP
2 nd payment: Report on the assessment of existing of financial products and the total amount of funding available and allocated to the ASGM sector through existing/new financial mechanisms on a yearly basis and the number of approved loan applications	40 %	September 2019	Upon approval of UNDP
3 rd payment- upon completion of: d. 1 MoU signed with the selected financial entity e. Capacity development report on financial record keeping and loan application preparation f. Final report consists of all the scope of works in Bahasa Indonesia and English	40 %	January 2020	Upon approval of UNDP

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

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

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
a. Team Leader	lumpsum		1	
b. Business & Financing Management Expert	lumpsum		1	
c. ASGM Expert	lumpsum		1	
d. Statistic Senior Specialist	lumpsum		1	
e. Social Inclusion Senior Specialist	lumpsum		1	
f. Capacity Development Senior Specialist	lumpsum		2	
g. Enumerator	lumpsum		4	
h. Project Assistant	lumpsum		1	
II. Out of Pocket Expenses				
Travel	pack			
FGD	pack			

Meeting and Workshop	pack			
Training	pack			
Travel & Acomodation Costs	pack			
Daily Allowance	pack			
Communications	pack			
Equipment Lease	pack			
Others	pack			
III. Overhead (max 10 %)				

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

Annex 3

TERM OF REFERENCE

Assessment and Capacity Development of business and financial products in ASGM sector

Background

UNDP and the Government of Indonesia are in a partnership to address the issues of Mercury in Artisanal and Small-scale Gold Mining (ASGM) in Indonesia through the implementation of Global Environment Facility – Global Opportunities for Long-term Development of Artisanal and Small-scale Gold Mining (ASGM) Sector (GEF-GOLD): Integrated Sound Management of Mercury in Indonesia's ASGM (ISMIA) project. UNDP and GOI signed the project document (Pro-Doc) on 5 September 2018 and received its 1st Authorized Spending Limit (ASL) on Monday, 29 October 2018.

Worldwide Artisanal and Small-scale Gold Mining (ASGM) is the largest global source of anthropogenic mercury releases into the environment (35%).⁷ Mercury can travel long distances, contributing to global mercury pollution and contaminating the world's ecosystems and fisheries. Exposure to mercury may cause serious health problems, and it is a particular threat to the development of the child in utero and early in life⁸. Phasing-out mercury from the ASGM sector is therefore of the utmost importance, however ASGM is a very important source of jobs and livelihoods. ASGM accounts for about 17-20% of the world's annual gold production⁹ with 15 million people directly participating in ASGM activities¹⁰ and another 100 million depending on ASGM for their livelihoods.

The objective of the project is to reduce/eliminate mercury releases from the Indonesian Artisanal and Small-scale Gold Mining (ASGM) sector by i) Strengthening institutions and the policy/regulatory framework for mercury-free ASGM; ii) Increasing the access of mining communities to finance to enable the procurement of mercury-free processing technologies; iii) Increasing the capacity of mining communities for mercury-free ASGM through the provision of technical assistance, technology transfer and support for formalization; and, (iv) raising awareness and disseminating best practices and lessons-learned on mercury phase-out in the ASGM sector.

The project will support 6 ASGM communities in Indonesia to reduce mercury use by at least 5 metric tons/year starting in year three (3) of the project, which over the life-span of the project will result in a mercury release reduction of at least 15 tons.

For miners, one of the most significant and pernicious barriers to the development of a responsible ASGM sector is access to finance. Finance entities (banks, microfinance institutions, and other lenders) do not commonly provide loans to the ASGM sector as the risks are often perceived to be too high and such entities do not have the expertise and experience to review ASGM loan applications or develop financial products that are tailored to the ASGM sector. On the other hand, miners' cooperatives and organizations do not have much experience in record keeping and reporting (e.g.

⁷ UNEP Global Mercury Assessment (2013)

⁸ WHO Fact Sheet No. 361 (2013)

⁹ Estelle Levin Limited (2014)

¹⁰ UNEP (2013) The Negotiating Process: <http://www.unep.org/hazardoussubstances/Mercury/Negotiations/tabid/3320/Default.aspx>

resource exploration and estimation, production tracking, economic modeling, and full life cycle mine planning) or the preparation of loan applications, which can increase their access to conventional and new financing options.

To overcome this challenge, project need collaboration with third party to: i) Establish partnerships with finance entities and build their capacity and understanding to develop financial products that would tailor to this sector and better assess loan applications from miners, and ii) work with miners' cooperatives and organizations to build their capacity in developing loan/investment applications for mercury-free processing equipment/investments and subsequently apply for loans or investments.

II. Objectives of the Program

Study and the assessment consist of the following objectives :

1. To select 4 finance entities that the project will partner with on providing financial product/mechanism.
2. To create one Memoranda of Understanding (MoU) with one of the finance entities.
3. To assess the existing financial products of partner entities in terms of accessibility and suitability for women and men mining groups and provide recommendations for their improvement and redesign.
4. To conduct assessment of the total amount of funding available and allocated to the ASGM sector through existing/new financial mechanisms on a yearly basis and the number of approved loan applications.

III. Expected Outputs

1. 4 finance entities selected that the project will partner with.
2. Memoranda of Understanding (MoU) signed with each of the finance entities the project is going to partner with.
3. Existing financial products of partner entities assessed in terms of accessibility and suitability for women and men mining groups and recommendations for their improvement and redesign prepared.
4. Assessment conducted on the total amount of funding available and allocated to the ASGM sector through existing/new financial mechanisms on a yearly basis and the number of approved loan applications.

IV. Scope of Work & Expected Deliverables

Scope of Work 1: 4 finance entities selected that the project will partner with.

- a. Identify the potential financial entities in each project sites
- b. Conduct legal and management assessment on the potential financial entities
- c. Select 4 finance entities which have suitable performance and financial products for ASGM sector

Scope of Work 2: Memoranda of Understanding (MoU) signed with each of the finance entities the project is going to partner with.

- a. Develop a MoU guideline for financial entity

- b. Dissemination of MoU to the potential financial entities
- c. Develop workplan with the potential entity to prepare MoU and financial products development for ASGM
- d. Sign one (1) MoU with one of the potential financial entities

Scope of Work 3: Existing financial products of partner entities assessed in terms of accessibility and suitability for women and men mining groups and recommendations for their improvement and redesign prepared.

- a. Review the current status:
 - i. Micro & small mining entrepreneurs in the global, national and local context (number of entrepreneur & location, legal aspect, supply & demand, market price and size)
 - ii. Supply and demand gaps in micro & small mining entrepreneurs loan in the global, national and local context (policy & regulations, product/mechanism, market size)
 - iii. Sector functions and operates (market map, core value chain, supporting function and enabling environment)
 - iv. Social mapping in the sector (gender, livelihood, environment, legal, others)
- b. Identify market potential for the financial products
- c. Assess the existing financial products
- d. Provide recommendation for improvement of financial products that are suitable for ASGM sector in project sites

Scope of Work 4: Assessment conducted on the total amount of funding available and allocated to the ASGM sector through existing/new financial mechanisms on a yearly basis and the number of approved loan applications.

Scope of Work 5: Provide capacity development activities for miners' cooperatives and organizations on record keeping and reporting (e.g. resource exploration and estimation, production tracking, economic modeling, and full life cycle mine planning) or the preparation of loan applications, which can increase their access to conventional and new financing options build their capacity in developing loan/investment application for mercury-free processing equipment/investments and subsequently apply for loans or investments.

V. Institutional Arrangement

The selected company will work closely with GOLD-ISMIA Project Management Unit (UNDP Environment-Unit, Ministry of Environment and Forestry, BPPT), GOLD-ISMIA focal point (3 person in each project sites) and related stakeholders. The selected company is responsible to involve GOLD-ISMIA focal points in every activities in the project sites. In addition, the selected company is responsible for the submission of the expected deliverables according to the above proposed timeline. Each deliverable must receive a technical clearance from project Management Unit that is based in Jakarta.

VI. Time Frame

June 2019 – January 2020 (7 months)

VII. Location

The selected organization will work in Jakarta and six (6) selected project sites, ensuring effective coordination and facilitation of activities. The organization will be responsible to remain in regular communications with focal points from Project Management Unit and government stakeholders.

1. Lombok Barat District, Province of Nusa Tenggara Barat.
2. Kuantan Sangingi District, Province of Riau
3. Kulonprogo District, Province of Yogyakarta
4. Bone Bolango District, Province of Gorontalo
5. Tetelu District, Province of Sulawesi Utara
6. Halmahera Selatan District, Province of Maluku Utara

VIII. Qualifications

Company requirements

The study and assessment will be conducted by an organization under the general supervision of the Program Manager of the ISMIA Project. The selected organization will work independently and arrange all the activities by itself. The following are the required qualifications needed for this study and assessment.

- At least 5 years of combined experience in ASGM sector, capacity development, technical solutions for mercury free mining, and financial service provision i.e. micro & small enterprises
- Preferably has experience in carrying out several contracts including research and study of ASGM in Indonesia, or other countries
- The company should have a strong network to collaborate with national, local government and financial entities as well as local stakeholders especially at project sites

Minimum Personnel requirements:

Personnel standards of the consulting company are as follows:

One (1) Team leader:

- Bachelor degree or higher in Economic, Business, Socio-economic studies or other related fields;
- A minimum 10 years of combined experience in ASGM, capacity development, mining, business management, financing and environment with 5 years' experience working on research & study in economic, mining, environment.
- Has extensive knowledge in research and study experience in business, financing, environment and mining sectors.

Competencies:

- Professionalism, integrity and commitment to project demands;
- Ability to motivate and build a team working environment to support organizational goals;
- Self-motivated with an ability to accept responsibility and accountability for decisions and

actions

- Creative and innovative in deconstructing issues and coming up with solutions;
- Excellent time management skills, with an ability to deliver high-quality outputs on time.
- Sensibility to partnership building and maintenance, especially in light of the part of assignment focusing on resource mobilization and proposal writing;
- Fluency in English and excellent verbal and written communication skills

One (1) Business & Financing Management Expert:

- Minimum Bachelor degree or higher in Economic, Business, Socio-economic studies or other related fields.
- A minimum 10 years of combined experience in economic, business management, finance or other relevant disciplines, with minimum 3 years' experience working on research & study in economic, business & financing.

Competencies:

- Professionalism, integrity and commitment to project demands;
- Ability to motivate and build a team working environment to support organizational goals;
- Self-motivated with an ability to accept responsibility and accountability for decisions and actions
- Creative and innovative in deconstructing issues and coming up with solutions;
- Excellent time management skills, with an ability to deliver high-quality outputs on time.
- Sensibility to partnership building and maintenance, especially in light of the part of assignment focusing on resource mobilization and proposal writing;
- Fluency in English and excellent verbal and written communication skills

One (1) ASGM Expert:

- Minimum Bachelor degree or higher in Environment Engineering, Environmental science, Mining Engineering, Chemical Engineering, Socio-economic studies.
- A minimum 10 years of combined experience in environmental management, ASGM, economic, business management.

Competencies:

- Professionalism, integrity and commitment to project demands;
- Ability to motivate and build a team working environment to support organizational goals;
- Self-motivated with an ability to accept responsibility and accountability for decisions and actions
- Creative and innovative in deconstructing issues and coming up with solutions;
- Excellent time management skills, with an ability to deliver high-quality outputs on time.
- Sensibility to partnership building and maintenance, especially in light of the part of assignment focusing on resource mobilization and proposal writing;
- Fluency in English and excellent verbal and written communication skills

One (1) Statistic Senior Specialist:

- Minimum Bachelor degree or higher in Statistic, Math Science, Research or other related fields
- Minimum 6 years of relevant experience working in statistical analysis or other relevant disciplines
- Minimum 3 years of experience working in research and study with local communities
- Preferably good knowledge of data processing and data analysis

Competencies:

- Professionalism, integrity and commitment to project demands;
- Ability to motivate and build a team working environment to support organizational goals;
- Self-motivated with an ability to accept responsibility and accountability for decisions and actions
- Creative and innovative in deconstructing issues and coming up with solutions;
- Excellent time management skills, with an ability to deliver high-quality outputs on time.
- Sensibility to partnership building and maintenance, especially in light of the part of assignment focusing on resource mobilization and proposal writing;
- Fluency in English and excellent verbal and written communication skills
- Proficient with the usage of Microsoft Office & Statistics application, such as MS Words and MS Excel, SPSS

One (1) Social Inclusion Senior Specialist:

- Minimum Bachelor degree or higher in Social Studies, Economic, or other related fields
- Minimum 6 years of combined experience working in Social Inclusion or other relevant disciplines, with minimum 3 years of experience working in social mapping & gender analysis

Competencies:

- Professionalism, integrity and commitment to project demands;
- Ability to motivate and build a team working environment to support organizational goals;
- Self-motivated with an ability to accept responsibility and accountability for decisions and actions
- Creative and innovative in deconstructing issues and coming up with solutions;
- Excellent time management skills, with an ability to deliver high-quality outputs on time.
- Sensibility to partnership building and maintenance, especially in light of the part of assignment focusing on resource mobilization and proposal writing;
- Fluency in English and excellent verbal and written communication skills

Two (2) Capacity Development Senior Specialist:

- Minimum Bachelor degree or higher in Education, Social Studies, Economic, or other related fields
- Minimum 6 years of relevant experience working in Capacity Development activities

(training, consultation, technical assistance, workshop, knowledge sharing).

- Minimum 3 years of experience working in community development

Competencies:

- Professionalism, integrity and commitment to project demands;
- Ability to motivate and build a team working environment to support organizational goals;
- Self-motivated with an ability to accept responsibility and accountability for decisions and actions
- Creative and innovative in deconstructing issues and coming up with solutions;
- Excellent time management skills, with an ability to deliver high-quality outputs on time.
- Sensibility to partnership building and maintenance, especially in light of the part of assignment focusing on resource mobilization and proposal writing;
- Fluency in English and excellent verbal and written communication skills

Four (4) Enumerators:

- Minimum diploma or higher in economics, business, statistics, environmental studies or other related fields
- Minimum three (3) years working experience in data collection
- Good knowledge of database analysis, business & financing, environmental, mining.
- Proficient with the usage of Microsoft Office application, such as MS Words and MS Excel

Competencies:

- Professionalism, integrity and commitment to project demands;
- Excellent time management skills, with an ability to deliver high-quality outputs on time.
- Basic verbal and written communication English skills

One (1) project assistant:

- Bachelor degree or higher in economic, social, administration, finance or other related fields.
- Minimum three (3) years experience in project administration
- Proficient with data analysis

Competencies:

- Professionalism, integrity and commitment to project demands;
- Excellent time management skills, with an ability to deliver high-quality outputs on time.
- Good verbal and written communication English skills

VIII. PAYMENT

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

Outputs	Percentage	Timing	Remarks
1 st payment- report on the selection process of 4 financial entities	20 %	June 2019	Upon approval of UNDP
2 nd payment: Report on the assessment of existing of financial products and the total amount of funding available and allocated to the ASGM sector through existing/new financial mechanisms on a yearly basis and the number of approved loan applications	40 %	September 2019	Upon approval of UNDP
3 rd payment- upon completion of: a. 1 MoU signed with the selected financial entity b. Capacity development report on financial record keeping and loan application preparation c. Final report consists of all the scope of works in Bahasa Indonesia and English	40 %	January 2020	Upon approval of UNDP

ANNEX 4

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.