



REQUEST FOR PROPOSAL (RFP)

To: Interested Company/Institution/Organization	DATE: August 9, 2019
	REFERENCE: RFP/UNDP/KALFOR/78865/017/2019 - <i>Regulation Review for HCVF Management Established at Released Forest and APL in Developing Technical Procedure to Rehabilitate Degraded Forest</i>

Dear Sir / Madam:

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to the Request for Proposal RFP/UNDP/KALFOR/71342/017/2019 – Regulation Review for HCVF Management Established at Released Forest and APL in Developing Technical Procedure to Rehabilitate Degraded Forest.

A bidder's conference will be held on:

Date/Time : Thursday, 15th August 2019 starting at 15.30 hour (GMT +7)

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: 4199**

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 **15th August 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 agneta.silvia@undp.org cc: yusef.millah@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>

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.

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,

A handwritten signature in blue ink, appearing to read 'Martin Kurnia', is positioned above the printed name.

Martin Kurnia
Procurement Analyst
9th August 2019

Description of Requirements

Context of the Requirement	<i>Regulation Review for HCVF Management Established at Released Forest and APL in Developing Technical Procedure to Rehabilitate Degraded Forest</i>
Implementing Partner of UNDP	Ministry of Environment and Forestry
Brief Description of the Required Services ¹	Please see annex 4 – Term of Reference
List and Description of Expected Outputs to be Delivered	Please see annex 4 – Term of Reference
Person to Supervise the Work/Performance of the Service Provider	KLHK team, Project Management Unit and UNDP Country Office
Frequency of Reporting	<i>Please see annex 4 – Term of Reference</i>
Progress Reporting Requirements	Please see annex 4 – Term of Reference
Location of work	<input checked="" type="checkbox"/> Please see annex 4 - Term of Reference <input type="checkbox"/> At Contractor's Location
Deadline of submission	Please refer to the e-tendering system
Expected duration of work	Six (6) months
Target start date	September 2019
Latest completion date	30 February 2020
Travels Expected	Please refer to TOR in sub section Duty Station and Travel Plan
Special Security Requirements	N/A
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 (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 <input type="checkbox"/> Not Required

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.

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 (IDR) for Local Bidders															
Value Added Tax on Price Proposal ²	<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 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	<table border="1"> <thead> <tr> <th>N o</th> <th>Deliverables</th> <th>Time line</th> <th>Instalment</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Detailed workplan and general situational analysis report submitted and agreed with the project and partners.</td> <td>30 September 2019</td> <td>10 %</td> </tr> <tr> <td>2</td> <td> Progress report of the implementation of the above mentioned tasks : a. Gap Analysis regulation to implementing of HCVF management b. Identified Constrains and commitment level of companies to manage its </td> <td>30 October 2019</td> <td>15 %</td> </tr> </tbody> </table>				N o	Deliverables	Time line	Instalment	1	Detailed workplan and general situational analysis report submitted and agreed with the project and partners.	30 September 2019	10 %	2	Progress report of the implementation of the above mentioned tasks : a. Gap Analysis regulation to implementing of HCVF management b. Identified Constrains and commitment level of companies to manage its	30 October 2019	15 %
N o	Deliverables	Time line	Instalment													
1	Detailed workplan and general situational analysis report submitted and agreed with the project and partners.	30 September 2019	10 %													
2	Progress report of the implementation of the above mentioned tasks : a. Gap Analysis regulation to implementing of HCVF management b. Identified Constrains and commitment level of companies to manage its	30 October 2019	15 %													

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

		HCVF and conserve forest at APL c. Finding out external and internal constraints faced by company in order to implement their HCV management process		
	3	Progress report of the implementation of the above mentioned tasks to include: a. Main stakeholders of HCVF management b. HCVF management procedure (determine; management and monitoring) for forest area in APL or HPK (large and small scale)	30 November 2019	15 %
	4	Progress report of the implementation of the above mentioned tasks to include Criteria and procedure of compensation (rehabilitate of forest degraded within and outside of concession)	30 December 2019	15 %
	5	Progress report of the implementation of the above mentioned tasks to include: Rule and procedure of forest area release and its return	30 January 2020	15 %
	6	Final report (narration-in a form of compendium) to include Developing policy options for plantation company who have interest, based on criteria for implementation conservation of forest at APL	30 February 2020	30 %
Person(s) to review/inspect/ approve outputs/completed	Reviewed by the KLHK team, Project Management Unit and UNDP Country Office			

services and authorize the disbursement of payment	
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 ³ <input type="checkbox"/> Other Type of Contract
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <input checked="" type="checkbox"/> Expertise of the Firm 20 % <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 50 % <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 30 % <p><i>NOTE: only bidder(s) who received minimum of 70 points where the financial 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 <input type="checkbox"/> One or more Service Providers, depending on the following factors
Annexes to this RFP ⁴	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ⁵ <input checked="" type="checkbox"/> Detailed TOR [Annex 4] <input type="checkbox"/> Others ⁶ [pls. specify]

³ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

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

⁵ 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.

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

<p>Contact Person for Inquiries (Written inquiries only)⁷</p>	<p>UNDP Procurement Unit: Agneta.silvia@undp.org and cc yusef.millah@undp.org</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>
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⁷ 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 PROPOSAL⁸

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁹)

[insert: Location].

[insert: Date]

To:

United Nations Development Programme Menara Thamrin Building, 8th 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, contract 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

⁸ This serves as a guide to the Service Provider in preparing the Proposal.

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

mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

C. Qualifications of Key Personnel

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

- 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*

No.	Deliverables	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive) (IDR/USD – Please select One)
1	Detailed workplan and general situational analysis report submitted and agreed with the project and partners.	10 %	
2	Progress report of the implementation of the above mentioned tasks : <ul style="list-style-type: none"> a. Gap Analysis regulation to implementing of HCVF management b. Identified Constrains and commitment level of companies to manage its HCVF and conserve forest at APL c. Finding out external and internal constrains faced by company in order to implement their HCV management process 	15 %	

3	Progress report of the implementation of the above mentioned tasks to include: a. Main stakeholders of HCVF management b. b. HCVF management procedure (determine; management and monitoring) for forest area in APL or HPK (large and small scale)	15 %	
	Progress report of the implementation of the above mentioned tasks to include Criteria and procedure of compensation (rehabilitate of forest degraded within and outside of concession)	15 %	
	Progress report of the implementation of the above mentioned tasks to include Rule and procedure of forest area release and its return	15 %	
	Final report (narration-in a form of compendium) to include Developing policy options for plantation company who have interest, based on criteria for implementation conservation of forest at APL	30 %	
	Total	100%	

**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 (IDR/USD – Please select one)
I. Personnel Services				
a. Team Leader	lumpsum		1	
b. Technical experts on Forest Conservation	lumpsum		1	
c. Technical experts on Forest Policy	lumpsum		1	

d. Technical experts on Forest Protection	lumpsum		1	
e. Technical experts on Silviculture and Forest Management	lumpsum		1	
f. Administration Staff	lumpsum		1	
II. Out of Pocket Expenses (please specify in detail)				
	pack			
	pack			
	pack			
	pack			
	pack			
	pack			
	pack			
	pack			
	pack			

*[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.

Terms of Reference

for

***Regulation Review for HCVF Management Established at Released Forest and APL in Developing
Technical Procedure to Rehabilitate Degraded Forest
“Strengthening Forest Area Planning and Management in Kalimantan” (KALFOR) Project***

A. Background Information

The Government of Indonesia and the UNDP collaborate to run a project entitled “Strengthening Forest Area Planning and Management in Kalimantan”. The development challenge targeted by the project involves the need for Indonesia to define, plan for and create a better balance between the development and management of major estate crops such as rubber, coffee, and oil palm, and the need for improved forest protection. The project is designed to develop and implement various approaches to enhance protection of forested areas in non-national state forest land (APL), as well as lands within the convertible forest (HPK) category, both of which are subject to potential conversion (administratively and/or physically) to estate crops and other land uses. The project thus focuses on creating more effective land allocations and management of forest areas with high biodiversity and ecosystem services in the context of potential estate crop development in Kalimantan and particularly in the Heart of Borneo (HoB) area. Competing priorities between the country’s targeted increase in palm oil production and associated growth and employment targets for the sector need to be reconciled with commitments at both national and international levels to reducing rates of deforestation, forest fires and associated GHG emissions and biodiversity loss. The project intervention will be focused on three pilot provinces: West Kalimantan, Central Kalimantan and East Kalimantan. The project team has identified that there are over 2.36 million ha of currently forested land within APL and HPK in the three provinces. It estimates that up to 70% of such lands are found within the biologically critical Heart of Borneo area and that 15-20% of these areas are found on ecologically fragile and fire-prone peat soils. These forested areas—sometimes fragmented and partially degraded, yet also in many cases playing important roles related to biodiversity conservation, ecological connectivity, carbon sequestration and other ecosystem services—constitute the project’s broad ‘zone of conservation interest’. Currently, data and information regarding the above-defined land areas are both limited in scope, e.g. with respect to the location of high conservation value (HCV) forest or of peat soils, and rarely assessed in a holistic manner with respect to the role of particular geographic areas in maintaining landscape-level connectivity and resilience at various levels. Instead, broader social welfare is diminished as both public and private decision-making leads to loss of forest cover of critical areas and, collectively, to increased fragmentation and lowered resilience.

Combating the above trends is best achieved through the participatory development and implementation of strategies, plans and mechanisms at multiple ecological and jurisdictional scales, designed based on enhanced information, rigorously tested, disseminated and adapted for replication and uptake. The project will support this process through an integrated package of co-operation including estate crop dialogue platforms, forest safeguarding plans, identification of priority areas for protection from estate

crop agriculture (no go areas), enhanced mapping and demonstration of approaches—including regulatory and incentive-based ones—to delivering change in line with such plans.

Therefore, the project aims to strengthen the capacity of the Ministry of Environment and Forestry (MoEF) and other key government institutions such as the National Planning Authority (Bappenas), the National Land Board (BPN) and Province/district governments as well as relevant sub-national government institutions to protect areas with retained forest cover from conversion to other landuses including estate crops. The project is structured into four components, with each component comprising a complementary suite of two to three outputs:

- i) Component 1: Mainstreaming of forest ecosystem service and biodiversity considerations into national, provincial, and district policies and decision-making processes for forest area planning and management;
- ii) Component 2: Strengthened and expanded implementation of best practices in the estate crops sector in maintaining biodiversity and ecosystem services in four target landscapes in Kalimantan;
- iii) Component 3: Creation of incentives system to safeguard forests, including biodiversity and ecosystem services, from estate crop sector;
- iv) Component 4: Knowledge management and M&E.

Concrete practices designed to consider and take account of biodiversity and ecosystem services will be mainstreamed into policies and practices for forest area planning and management and into land allocation decision-making for strategic plantations/commodities siting. These practices will be instituted via an improved forest classification system, land-use planning processes and a strengthened mandate and capacity of the forestry sector to ensure a shift from biodiversity-destructive plantations/commodities siting to optimal siting with much improved management practices. In term of forest area planning, improvement in handling forest area released for plantation is one of the project focus. It is identified by using satellite data that there are hectares of forest area released are not utilized according permitted commodities. Even some of them are not utilized yet although the proposers have received license. Current monitoring system is not effective and less transparent due to wide area covered. It is hard to see geographical location of each concession. Consider to the wide area of forest area released, application of database system technology is a must to monitor status of forest area released. Through improvement of systemic and institutional capacity, as well as landscape-level demonstrations, the project will significantly reduce conversion threats from plantations/ commodities in an area covering at least 418,419 ha, with flow on effects in terms of better land siting selection for agriculture development across 2.36 million hectares in the provinces of East, West and Central Kalimantan. This will result in enhanced safeguarding of critical ecosystem areas and protection of biodiversity on a globally significant scale.

There is a clear need for practical, scientifically robust and cost- effective methodologies to regulate management of HCVF (High Conservation Value Forest) located at released forest and APL. Most of current regulations on HCVF management were developed based on forest management located at state-owned forest or "Kawasan Hutan Negara". Regulations for HCVF at released forest and APL are limited.

So does its silviculture technology. For ensuring the achievement of the objective of sustainable forest resource management, policy and regulation framework and silviculture technology on forest management should be revisited for its implementation at forest established at released forest area and APL.

Forest management on the APL and released forest area will face many constrains, among the constraints is size of area of the forest, right issues, appropriate silviculture technology, policy and regulations including required process and documents to get various permits and various activities in the forest area.

Within the framework of the implementation of the project's components, it is planned to conduct a review on existing policy and regulations and silviculture technology for KALFOR project area. The project also anticipates that there will be many lessons learned resulted by the project activities and the lesson learned needs to be managed and shared into wide beneficiaries. In this regard, UNDP is looking for a highly qualified universities or research institutions, company or NGO to answer the Project's issues related to regulation and silviculture technology applied for forest at released forest and APL. The provider will carry out its activities under the overall supervision of the project manager, in close cooperation with the technical adviser and the direct supervision of the project field coordinator in pilot areas.

B. Scope of Services, Expected Outputs and Target Completion

The overall objective of this consultancy is to deliver a set of recommendations and a technical guidance on silviculture technology to be implemented for managing a forest at released forested area or APL. It is expected that result of the consultancy will be useful for policy development, and other practicable decisions making. For this purpose, the selected provider is required to collaborate and engage with all members of the consultancy team and Project Management Unit (PMU) to ensure that necessary outputs feed into and are informed by one another.

The selected company will conduct activities to do tasks to include:

Task 1: Developing guidelines on Administrative procedures to rehabilitate degraded forest at APL.

1. HCVF management

- a. Identify constrains faced by plantation companies to implement a sustainable management of forest principles
- b. Develop HCVF management procedures for large scale and small-scale palm oil plantation, including procedures to rehabilitate degraded HCVF.

2. Policy and Regulatory framework to protect forest at plantation concession originated from forest area release

- a. Conduct gap analysis on regulations for HCVF management located at palm oil plantation land originated from forest area released and APL (national, province, districts)
- b. Develop policy recommendation to strengthen the ability of plantation companies to conserve forests within and outside of their concession areas (technical and regulation aspects)

- c. Develop measures to enable plantation companies to conserve forest area at APL and HPK
- d. Develop recommendation to the existing regulations on forest release mechanism to let maintaining forest in the released forest land

Task 2: Developing guidelines on appropriate silviculture technology and procedures to rehabilitate degraded forest at APL.

- b. Study on how selected plantation companies in KALFOR's pilot sites manage its High Conservation Value Forest (HCVF).
- c. Evaluate impact of HCVF on plantation located next to the HCVF.
- d. Tapping lesson learned for successful management of HCVF at plantation area in term of technology and policy.

Expected outputs

Report of regulatory assessment to improve forest release mechanism and technical guidelines to implement sustainable management principles at HCVF originated from released forest and APL at province and district levels

Duty Station and Travel Plan

This is a desk and field work with traveling to the following locations:

1. Samarinda in Kalimantan Timur,
2. Pontianak in Kalimantan Barat
3. Palangkaraya in Kalimantan Tengah,
4. Jakarta, and
5. Bogor

In each location there should be meetings, FGDs, seminars with at least twice for each activities in each locations. **Such travel expense (accommodations, meals, air fare, and local transportation) should be part of bidder's price proposal.** The travel plan should be in line with the proposed approach, methodology and implementation plan to achieve output or deliverable

Deliverable and Payment Schedule

The Duration of contract will be for six (6) months and following are the required deliverables and time frame.

No	Deliverables	Time line	Instalment
1	Detailed workplan and general situational analysis report submitted and agreed with the project and partners.	30 September 2019	10 %

2	Progress report of the implementation of the above mentioned tasks : a. Gap Analysis regulation to implementing of HCVF management b. Identified Constrains and commitment level of companies to manage its HCVF and conserve forest at APL c. Finding out external and internal constrains faced by company in order to implement their HCV management process	30 October 2019	15 %
3	Progress report of the implementation of the above mentioned tasks to include: a. Main stakeholders of HCVF management b. HCVF management procedure (determine; management and monitoring) for forest area in APL or HPK (large and small scale)	30 November 2019	15 %
4	Progress report of the implementation of the above mentioned tasks to include Criteria and procedure of compensation (rehabilitate of forest degraded within and outside of concession)	30 December 2019	15 %
5	Progress report of the implementation of the above mentioned tasks to include: Rule and procedure of forest area release and its return	30 January 2020	15 %
6	Final report (narration-in a form of compendium) to include Developing policy options for plantation company who have interest, based on criteria for implementation conservation of forest at APL	30 February 2020	30 %

Payment will be released in 6 (six) installments upon submission of respective deliverables and acceptance by KLHK team, Project Management Unit and UNDP Country Office.

Qualifications of the Successful Service provider/Contractor

1. Reputation of Organization and Staff (Competence / Reliability): International/National reputation and networking of the organization as well as the proposed personnel.
2. Proven practical work experience on the relevant subject not less than 5 years:
3. Working experience with forest management, protected areas, oil palm plantation, and APL.

4. Understanding of international, national and local policies and practices in protected areas management, ISPO (Indonesia Sustainable Palm Oil), RSPO (Roundtable on Sustainable Palm Oil), HGU (Hak Guna Usaha) Hutan, Plantation and forest management;
5. Compliance with the time-management, organizational and interpersonal skills.

Qualification of personel

To achieve the results in accordance with the terms of reference, the company should have the following specialists/experts as part of a team with their qualification as follow:

1. **A Team Leader** with requirement as follow:

Qualification

- Master degree in forestry and environment
- Five years working experience in the forestry and environment sector
- Experience in team management, analytical work and reporting will be an advantage
- Experience in working with government, international and national organization

Competencies

- Strong background in forestry and environment sector
- Advance knowledge and understanding on forest area released will be an advantage
- Skill on organizational and planning

2. **Technical experts on Forest Conservation** with requirement as follow:

Qualification

- Master degree in Forest Conservation
- Five years working experience in the Forest Conservation sector
- Experience in analytical work and reporting will be an advantage
- Experience in working with government, international and national organization

Competencies

- Strong background in Forest Conservation sector
- Advance knowledge and understanding on forest area released will be an advantage

3. **Technical experts on Forest Policy** with requirement as follow:

Qualification

- a minimum master degree in Forest Policy
- Five years working experience in the Forest Policy sector
- Experience in analytical work and reporting will be an advantage
- Experience in working with government, international and national organization

Competencies

- Strong background in Forest Policy sector
- Advance knowledge and understanding on forest area released will be an advantage

4. **Technical experts on Forest Protection** with requirement as follow

Qualification

- a minimum master degree in Forest Protection
- Five Years working experience in the Forest Protection sector
- Experience in analytical work and reporting will be an advantage
- Experience in working with government, international and national organization

Competencies

- Strong background in Forest Policy protection
- Advance knowledge and understanding on forest area released will be an advantage

5. **Technical experts on Silviculture and Forest Management** with requirement as follow

Qualification

- a minimum master degree in Silviculture and Forest Management
- Five years working experience in the Silviculture and Forest Management sector
- Experience in analytical work and reporting will be an advantage
- Experience in working with government, international and national organization

Competencies

- Strong background in Silviculture and Forest Management
- Advance knowledge and understanding on forest area released will be an advantage

6. **Administration Staff**, with minimum bachelor degree on economic, business administration, accounting or equivalent with 2 years working experience.

Qualification

- a minimum bachelor degree in Economy or equivalent
- Working experience at least 3 years
- Ability to operate Ms. Office will be an advantage

The above list of experts/specialist are the suggested personnel to implement the required activities and deliverable where bidders may propose additional personal/personnel and should be reflected in the financial proposal.